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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1890.

No. 314.

LOTTIE M. SCOTT AND GEORGE Y. SCOTT, APPELLANTS,

vs.

J. C. NEELY, S. H. BROOKS, AND H. M. NEELY, PARTNERS UNDER THE FIRM NAME AND STYLE OF BROOKS, NEELY & COMPANY.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

FILED DECEMBER 28, 1887.

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1 In the District Court of the United States for the Western Division of the Northern Judicial District of Mississippi.

Proceedings had in the district court of the United States for the western division of the northern judicial district of Mississippi, held for its May rules, A. D. 1886, at the office of the clerk of said court, in Oxford, Mississippi, on the first Monday thereof and days subsequent thereto, in the following cause, on the equity side of the docket of said court, to wit:

BROOKS, NEELY & Co., Complainants,
vs.
GEORGE Y. and LOTTIE M. SCOTT, Defendants.

Be it remembered that on the 27th day of March, A. D. 1886, said cause was commenced by the filing of the original bill of complaint, which is in the words and figures following, to wit:

Western Division of the Northern District of the United States District Court of the State of Mississippi, to June Term, 1886.

To the Honorable R. A. Hill, judge of said court and sitting in equity therein:

J. C. NEELY, J. H. BROOKS, & H. M. NEELY, Commission Merchants
2 & Merchants, Partners, in the City of Memphis and State of Tennessee, Doing Business under the Firm Name and Style of Brooks, Neely & Co., and all Being Residents and Citizens of the said City of Memphis and State of Tennessee, Complainants,
vs.
GEO. Y. SCOTT and LOTTIE M. SCOTT, His Wife, Citizens of the County of Bolivar and State of Mississippi, Defendants.

Complainants show unto this honorable court as follows:

The said Geo. Y. & Lottie M. Scott were married, in the county of Bolivar, in or about the month of November, 1883. At the time of their marriage neither of them owned, as complainants are informed and believe, any real estate and but little personal property. The said Geo. Y. Scott was at the time a practicing lawyer in the county of Bolivar, and was doing, in partnership with his brother, Charles Scott, a large and lucrative practice, and was also largely successful in other branches of business more or less connected with his profession. This practice and successful business continued and increased, as complainants are informed and believe, until the dissolution of his partnership with his brother, some time in January, 1880. Prior to the dissolution of their partnership the said firm began. from the profits of their business, to purchase land, the said Geo. Y. Scott in all cases, while making the payments for his share of the lands purchased from his own means, taking the titles in the name of his said wife to an undivided half interest in the lands. Com-

plainants are informed and believe that the first property purchased in this way was on the 18th of February, 1876, from Meyer, Weiss & Co., of the city of New Orleans, in the State of Louisiana, and consisted of a plantation and the mules and other personal property, and in the county of Bolivar aforesaid. For this plantation and personal property he and his said brother paid the sum of nine thousand dollars in all—three thousand cash and
3 the balance in one and two years, giving their own notes therefor, which notes were afterwards paid by them. This plantation consisted of about three hundred and thirty-six acres and is fully described in the deed made by the said Meyer, Weiss & Co., recorded in Deed Book Z, page 357, of the records of Bolivar county, and was known at the time as the Brazier Place, being a part of a large plantation known as the Lee Place, and is now known as the Meyer, Weiss & Co. or Brazier Place. For a full and more particular description of said place reference is here had to the said deed, a certified copy of which will be filed herewith as Exhibit A on or before the final hearing of this bill. All of this land is now in the possession of the said Geo. Y. Scott, though the legal title to the same is in said Lottie M. Scott. Afterwards, on the 11th day of January, 1878, the said Geo. Y. Scott purchased, in the name of his wife, from Fred. Clark, ex'r of Chas. Clark, deceased, three hundred and seventeen acres, this being also a part of the said Lee Place, or one undivided half interest therein, in the name of his said wife, for the sum of thirty-seven hundred and seventy dollars, two thousand of which was to be paid on the 1st of January, 1879, and seventeen hundred & seventy dollars to be paid on the 1st of January, 1880. The notes of the said Charles & Geo. Y. Scott were given for said payments and were paid by them when they became due. The said land is more particularly described in the deed made by said Fred. Clark, ex'r, to which reference is hereby made. Said deed is recorded in Book A A of the records of said county of Bolivar, page 475, and a certified copy will be filed herewith on or before the final hearing of this cause, marked Exhibit B, and is prayed to be taken as a part of this bill.

Other lands were purchased by the said firm of Chas. &
4 Geo. Y. Scott in said county and were owned by them at the time of the dissolution of their said partnership, and they divided their lands and other property at the same time they dissolved their partnership, the said Chas. Scott and his wife conveying to the said Lottie M. Scott the undivided half interest owned by them in the lands mentioned as being bought from the said Meyer, Weiss & Co. and the said Fred. Clark, ex'r, the consideration being two thousand dollars each, paid, as complainants charge, by the said Geo. Y. Scott, the conveyance by the said Geo. Y. & Lottie M. Scott of an undivided half interest in the lands retained by the said Charles or his wife, including a half interest in the Sillers Place, hereafter described. On the 2nd day of January, 1880, the said Charles Scott and his wife reconveyed to the said Lottie M. Scott the W. ½ of the N. E. ¼ and the S. W. ¼ of the N. W. ¼ of section thirty-six, township twenty-three, range 8, in Bolivar county aforesaid, for

the sum of twenty-five hundred dollars, fifteen hundred paid cash, as complainants are informed and believe and charge, by the said Geo. Y. Scott, and one thousand dollars to be paid for while the note of the said Geo. Y. Scott and the said Lottie M. was given, and afterwards, when due, was paid by the said Geo. Y. Scott. This land was and is known as the Sillers Place and adjoins the said Meyer, Weiss & Co. or Brazier Place. It had been previously purchased by the said Geo. Y. & Charles Scott, the title to the undivided half interest being taken in the name of the said Lottie, but in the division made on the said 1st day of January, 1880, aforesaid, it had been conveyed to the wife of Charles Scott as a part of the consideration for the conveyance made as aforesaid to the said Lottie, and was now reconveyed to her for the consideration of twenty-five hundred dollars. A copy of the deed conveying this land, the said Sillers Place, will be filed herewith, marked Exhibit C, on or before the final hearing of this bill, and is prayed to be taken as a part of the same. It is recorded in Deed Book B B of the records of Bolivar county aforesaid.

On the 21st of Feb., 1880, the said Geo. Y. Scott purchased from W. B. Campbell and his wife the north half of section thirty-one and thirty-eight acres off the south side of section thirty, all in township twenty-three, range seven, in said county of Bolivar, being about three hundred and fifty-eight acres. For this he paid eight hundred dollars in cash, and had the title made to his said wife, she giving her notes for the balance of the purchase-money, eighteen hundred and fifty dollars, in two equal payments, due the 15th of Feb. 1881 & 1882. These notes complainants are informed and believe have been paid by the said Geo. Y. Scott. The deed conveying this land is recorded in Book A A, page 639, of the records of Bolivar county aforesaid, and a copy thereof will be filed herewith before the final hearing of this bill, as Exhibit D, and is prayed to be taken as a part of said bill. This land was also a part of the said Lee Place, and this with the other conveyance mentioned from Meyer, Weiss & Co. and Fred Clark, ex'r, comprise the whole of the said Lee Place, which is more particularly described as follows, to wit, the north half and S. W. ¼ of section thirty, and the north half and thirty-two acres in S. W. ¼, section thirty-one, all in township twenty-three, range seven, and the east half of the northeast quarter of section thirty-six, and the east half of the east half of section twenty-five, in township twenty-three, range eight, all in said county of Bolivar, in all about nine hundred and twelve acres, more or less, and being the land conveyed by the said Meyer, Weiss & Co., the said Fred. Clark, & the said W. B. Campbell, as before stated. These lands, with the Sillers Place, before described, constituted the plantation of the said Geo. Y. Scott, and with the personal property situated thereon was all the property he owned. The said Geo. Y. Scott was then largely indebted and these conveyances were so taken in his said wife's name with the intent to hinder, delay, and defraud his creditors then existing and any future creditors he might have and these complainants. Complainants charge that they & all of said personal property on them

were purchased with his money; that he has remained in possession of them all the time and is still in possession of them, using and managing them as his own property, and the rents and profits therefrom as his shipping cotton in his own name and making all the contracts in reference thereto in his own name; that they are assessed in his own name, and complainants charge that while the legal title is in his said wife, Lottie M. Scott, the equitable title is in him, and they are subject to and liable for his debts and to the debt which he owes complainants, as hereafter described and set forth.

Complainants further show that some time in November or December, 1881 (they are unable to state the exact time for reasons hereafter to be shown), the said Geo. Y. Scott purchased from Frank & Reinach the following-described land, to wit, the west half of the southeast quarter and the S. W. ¼ and the west half of the northeast quarter and the east half of the N. W. ¼, all of section twenty-five, township twenty-three, range eight, in said county of Bolivar, for the sum of sixteen thousand dollars—4,000 cash and the balance in one, two, and three years, with eight p'r cent. interest. The cash payment the said Geo. Y. Scott paid by his own draft on John Chaffe & Sons, New Orleans, La., and gave his own notes for the balance. Complainants are informed that he has paid $4,000.00 more of the balance and all interest up to the 1st of January, 1886, and that he still owes about eight thousand dollars on this land, which is past due and for which Frank & Reinach hold his notes, and complainants suppose have also a lien upon the said land to secure the same. Complainants charge that this land is a very valuable part of his plantation, being highly improved; that it is well worth the price he paid for it, and they charge that the deed to this land was taken in his own name and is his own property, legally and equitably.

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Complainants charge, upon information and belief, that the deed to this land has never been filed for record or recorded; that they have caused a careful examination of the records of said county of Bolivar to be made and it cannot be found thereon; that it is assessed to the said Geo. Y. Scott along with other lands claimed by his said wife, and complainants charge that he has failed and refused to record said deed for the purpose of hindering, delaying, and defrauding his creditors.

Complainants further charge that the said Geo. Y. Scott pretends that this land and all the other lands that he owns, hereinafter described, belongs to his said wife and that he himself owns no land or other property except, as complainants are informed, he does now claim to own the personal property on the said plantation—the said land bought from said Frank & Reinach—also adjoining the said Lee and Sillers lands and now forming a part of the said plantation, but being distinguished and known as the McDonald and Burch Places.

Complainants further show that on the 11th day of January, 1886, the said Geo. Y. Scott became the purchaser of another plantation adjoining his other lands, to wit, a place known as the Miller Place, being the S. E. ¼ of the S. E, ¼, south of H bayou, of section 23, and

the west half of the N. W. ¼ of section twenty-five, and the north half of the S. E. ¼ of section twenty-six, & the E. ½ of the N. E. ¼ of section twenty-six, being all in township twenty-three,
8 range eight, in said county of Bolivar. The price paid and to be paid for this land was eight thousand dollars, seven hundred and fifty dollars being paid by said Geo. Y. Scott in cash or by his own draft and the sum of $2,476.05 assumed to be paid to Frank & Reinach, who had a mortgage on said land from S. H. & Ella Peacock and John Miller, the grantors in the deed, and the sum of $4,773.93 to be paid in four equal payments—the 1st of Jan., 1887, '88, '89, & 1890. The deed to this land was made to the said Lottie M. Scott and the notes were given by her, but complainants charge that the money paid was paid by the said Geo. Y. Scott, and in addition to the amount recited in said deed to be paid complainants are informed, believe, and charge that a large part of the amount assumed to be paid to the said Frank & Reinach has also been paid to them, but how much complainants are unable as yet to say, and that the money paid to them was paid by the said Geo. Y. Scott. The deed to this land has been recorded in Book H H of the records of Bolivar county aforesaid, page 224, and a copy will be filed herewith, marked E, on or before the final hearing of this bill.

Complainants further show that the said Geo. Y. Scott, on the 22nd day of January, 1886, purchased of Jeff. D. Leech, for the sum of five hundred dollars cash, which he paid, a part of a place known as the Leach Place, to wit, the S. W. diagonal half of the northwest quarter of section twenty, township twenty-three, range seven, in said county of Bolivar, and the title to this land he also took in the name of his said wife, Lottie M. Scott. The deed to this land is recorded in Book H H of said records, page 221, and will be filed herewith, marked Exhibit F, on or before the final hearing of this cause and is prayed to be taken as a part of this bill.

Complainants further show that they are informed and believe that the said Geo. Y. Scott, in December, 1885, bought a house
9 and lot in the town of Rosedale, in said county of Bolivar, for which he paid the sum of one thousand dollars, though the deed to the same is not on record, as complainants believe, and that he is now expending considerable sums of money in adding to said house and improving this property, being then insolvent and indebted to complainants.

Complainants charge that all these later sums of money so paid out by the said Geo. Y. Scott are in fraud of complainants, who are his creditors; that these sales are really made to him, though the legal titles are made to his said wife, and that these purchases *are* made, as well as the purchase from the said Frank & Reinach, when he took the deed in his own name, but has not recorded the same, is a part of and they all are fraudulent devices to hinder and delay his creditors in the collection of their debts; and complainants further charge that all of the conveyances hereinbefore set forth, both those conveyed to his wife prior to the contraction of his said debt to complainants and those hereinbefore set forth, made after his contraction of said debt, and his concealment of said deed from said Frank

& Reinach, are all parts of the same scheme to accumulate a large property in his wife's name to hinder, delay, and defraud complainants and his other creditors, both those respecting whom said several deeds were made and further creditors.

Complainants further charge that when all these latter purchases of land were made the said Geo. Y. Scott was hopelessly involved if not insolvent, and that he had no right to buy property, either in his own name or that of his wife, without first paying his debts, and complainants believe and charge that he was insolvent. They further show that he is the sheriff of Bolivar county, Mississippi, and
10 has been for more than two years past, and that the office is lucrative, affording an income more than sufficient to maintain his family.

Complainants further show that the said Geo. Y. Scott commenced doing business with them in the year 1883, and continued to do business with them until some time in April, 1885. All of his dealings with them for some years had been satisfactory. They knew him to be in possession of a large plantation, and from time to time he shipped them cotton to pay his accounts. During the time of his dealings with them he drew on them freely for money to support his family and to carry on his business, and sometimes for supplies for his plantation, and often, while spending his summers with his family abroad and in the North, would draw on them, and they always honored his drafts, believing that he would continue to ship them his crops or enough to pay his accounts, until some time in April, 1885, his account had run up to the sum of $7,618.98 for money and supplies advanced to him for the use of himself and family and for carrying on his business of planting. About that time he drew on complainants for the sum of two thousand dollars in favor of Edwin Yerger, and as his account was so large they declined to pay the draft, and he came in person to see them. They finally, upon his representations to them and his promises to ship them at least a large part of his crop, gave him the money and took his note for that amount, dated the 8th day of April, 1885, and due the 1st of July, 1885, with 8 per cent. interest from date. They are informed and believe and charge that he made a large crop of cotton in 1885, not less than probably six hundred bales, but though he repeatedly promised to ship at least a part of this crop to complainants he has not shipped them any, but, on the contrary, has used a large part of it in these later purchases of land and in
11 paying for land bought before and for other property for the use and benefit of his said plantation.

Complainants charge that the said Geo. Y. Scott now owes them the sum of $7,618.98 on open account, upon which there will be interest to be added, and the sum of two thousand dollars and interest due on the note aforesaid, and complainants will file an itemized statement of said open account with this bill before the hearing of this cause and as soon as the same can be made out as Exhibit G and a copy of said note, the original to be filed before the final hearing, as Exhibit H, both which exhibits are prayed to be made a part of this bill. Complainants charge that the said Geo. Y. Scott now

owes them, principal and interest, the sum of not less than $9,700.00, and they charge that they gave him this credit upon the faith of his open possession of all the property hereinbefore described and his open management of said property as his own with the consent and knowledge of his said wife—his shipment of the crops made thereon in his own name for so many years without objection by her, even if she had in fact and in good faith bought and owned the same, which complainants again say is not the fact—except, of course, complainants gave no credit upon the faith of the property bought in December, 1885, and January, 1886, before alluded to. But complainants again charge that while the legal title to the said lands described as the Lee Place and Sillers Place and conveyed, as has been before stated, to the said Lottie M. Scott is in her, in fact and in truth they belong in equity to the said Geo. Y. Scott and are subject to and liable for his debts.

And complainants also again charge that the said lands known as the McDonald and Burch Places, bought by said Geo. Y. Scott in his own name and the deed to which he has concealed and never recorded and which he fraudulently pretends belongs also to his wife, are also subject to his debts, and his interest therein may be sold to pay the same. Complainants also further show that there are, as they are informed and believe, some sixty or seventy mules on the said Geo. Y. Scott's plantation, together with a number of wagons and farming utensils, and they believe that these are the property of the said Geo. Y. Scott, and that they also are liable for his debts; that this includes a number of mules bought this year. Complainants charge that these mules, many of them, are of little value; that they are now, as complainants are informed, or were a few weeks since, mortgaged, together with a part of the crop made in 1885, to Richardson & May, of New Orleans, and they also charge that he has already claimed and his said wife has also claimed a short time prior to the filing of this bill that they were his said wife's property, and ever since the filing of this bill, as well as before, he has said that he himself owned nothing.

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Complainants are advised that under the laws of this State, on account of these fraudulent devices of the said Geo. Y. Scott to hinder and delay his creditors, they have a lien in equity upon the property hereinbefore described from the filing of this bill to secure the payment of their said debt.

The premises considered, complainants pray that the said Geo. Y. Scott and Lottie M. Scott may be required to answer this bill as particularly and specifically as if specially interrogated thereto and made defendants thereto, and complainants here waive the oath of said defendants to their said answers. Complainants further pray that on the final hearing of this cause an account may be taken to ascertain the amount, principal and interest, due complainants, and that the said defendants, either or both of them, may be directed to pay the same at some short day to be named, and, in default thereof, that all the said conveyances to the said Lottie M. Scott be declared fraudulent and void as to complainants, and that her said title to the said lands be declared to be in trust

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for the said Geo. Y. Scott, and they be decreed to be subject to and liable for the debts due complainants, and that the said McDonald and Burch Places be decreed to be subject and liable to complainants for their debts, subject, however, to the claim of the said Frank & Reinach for the purchase-money due thereon, and that all of said personal property also be decreed to be subject and liable to complainants' debt, and that all of said property, or so much thereof as may be held by the decree of this honorable court to be liable for complainants' debt, may be sold to pay the same, and if it should not bring enough to pay the amount due complainants, then that a personal decree may be rendered against the said defendants, either or both; and for such other, further, and general relief as complainants may require and to equity may seem meet. Complainants further pray that said defendants may make discovery as to the said deed of Frank & Reinach and the amount paid to them on the purchase of the land from Ella Peacocke & S. H. Peacocke and John C. Miller, and the amount paid for the house and lot in Rosedale and for additions and improvements thereto.

Complainants pray for a writ of subpœna, commanding the said defendants to appear at the next term of this honorable court and answer this bill, and for any and all process which may be necessary; and, as in duty bound, they will ever pray, &c.

F. A. MONTGOMERY,
Solicitor for Complainants.

14 And afterwards, to wit, on the 27th day of March, 1886, a subpœna in chancery was issued by the clerk of said court in the words and figures following, to wit:

The President of the United States of America to George Y. Scott and Lottie M. Scott, his wife, citizens of the county of Bolivar & State of Mississippi, Greeting:

For certain causes offered before us in our district court for the western division of the northern district of Mississippi, sitting in chancery, we command you that, laying all other matters aside and notwithstanding any excuse, you personally appear on the first Monday of May, 1886, at our district court in and for said district and division, sitting at rules in the cl'k's office, to be held at the town of Oxford, to answer to a bill of complaint exhibited against you by J. C. Neely, S. H. Brooks, & H. M. Neely, composing the firm of Brooks, Neely & Co., citizens of the State of Tennessee, complainants, in our said court, and further do and receive what our said court shall consider in this behalf.

Herein fail not, as you will answer to the contrary at your peril.

[SEAL.] Witness the Hon. Robert A. Hill, judge of the district court of the United States for the northern district of Mississippi, at Oxford, the first Monday of Dec., A. D. 1886, and 110 year of the Independence of the United States.

Issued the 27 day of March, 1886.

G. R. HILL, *Clerk.*

Memorandum.

The defendants are required to enter their appearance in the above cause in the clerk's office of this court on or before first
15 Monday of May, 1886, or the bill will be taken *pro confesso* against them.

G. R. HILL, *Clerk.*

To the marshal of the northern district of Mississippi to execute & return.

G. R. HILL, *Clerk.*

Upon which is endorsed the following return of the marshal, to wit:

Executed this writ March 31st, 1886, by handing to Mrs. Lottie M. Scott in person a true copy of the same, and executed the same as to George Y. Scott by delivering for him to his wife, Lottie M. Scott, a true copy of this writ at his usual place of abode, at Rosedale, Bolivar county, Miss., she being a member of his family over 16 years of age & willing to receive the same, the said Geo. Y. Scott, after diligent search, not being found in my district.

J. M. LIDDELL, *U. S. M.*,
By J. B. ROACH, *Deputy.*

16 With said bill of complaint were filed the following exhibits, to wit:

EXHIBIT A.

Meyer, Weiss & Co.
to
Malvina & Lottie M. Scott. } Deed.

This indenture, made and entered into on this the 18th day of December, A. D. 1876, by and between Julius Weiss, Victor Meyer, and Adolp Meyer, composing the firm of Meyer, Weiss & Co., of the city of New Orleans and State of Louisiana, parties of the first part, and Malvina Y. Scott, wife of Charles Scott, and Lottie M. Scott, wife of Geo. Y. Scott, of the county of Bolivar and State of Mississippi, parties of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of nine thousand dollars paid and to be paid as follows, to wit, three thousand dollars cash in hand paid on this day by the said parties of the second part, the receipt of which is hereby acknowledged, and the further sum of six thousand dollars, evidenced by the two promissory notes of the said Charles & Geo. Y. Scott, each for the sum of three thousand dollars, due and payable respectively on January 1st, A. D. 1878, and Jan'y 1st, A. D. 1879, both of said notes bearing interest at the rate of eight per cent. per annum from January 1st, 1877, until paid, have granted, bargained, and sold, and the said first parties doth hereby grant, bargain, and sell, unto the said Malvina Y. Scott the following tract or parcel of

land, lying, being, and situate in Bolivar county and State of Mississippi, on or near Willow slough, commonly known as the Brazier Place, and more particularly described as follows, to wit: 336 acres of land divided from the west part of that plantation upon which one Samuel H. Lee resided at the time of his death by a line commencing on the south boundary of said tract
17 of land 28 chains east from the southwest corner of the east half of the northeast quarter of section thirty-six, township twenty-three, range eight west, running thence north, the said lands herein conveyed being the east half of the northeast quarter of section thirty-six and the east half of the east half of section twenty-five and a strip about eight chains wide west of said line in and off the west half of the west half of section thirty and of the west half of the northwest quarter of section thirty-one, said sections twenty-five and thirty-six being in said township twenty-three, range eight west, and said sections thirty and thirty-one in township twenty-three, range seven west; and said first parties for the consideration aforesaid have also bargained, sold, and conveyed and doth hereby bargain, sell, and convey to the said Malvina Y. Scott and Lottie M. Scott all the mules, corn, wagons, and farming implements and all the personal property of any kind and description now on the aforesaid tract of land herein conveyed, except the cotton crop of the year 1876; to have and to hold the above bargained and sold tract of land and all the appurtenances thereto belonging, and also the aforesaid personal property (except said cotton), to them, the said Malvina Y. Scott and Lottie M. Scott, their heirs and assigns forever, the said Malvina and said Lottie each owning an equal undivided half interest therein as tenants in common; and the said parties of the first part, for themselves, their heirs, executors, and administrators and their assigns, — that the said first parties are seized in fee simple of said lands; that they have the right to sell and convey the same; that said lands are free of all liens and encumbrances; that they, the said first parties, will ever warrant and forever defend the title of said lands against the claim or claims, demand or demands, of any and all parties or persons whomsoever, & that they will maintain said second par-
18 ties, their heirs and assigns, in the peaceable and quiet enjoyment thereof, and said first — also warrant the title to the personal property hereinbefore conveyed. The said parties of the first part hereby retain an express lien in the nature of an equitable and prior mortgage on all the lands hereinbefore conveyed to secure the prompt payment of said two promissory notes for $3,000 each and interest, which notes represent as aforesaid the balance of purchase-money due on said lands and which mature, respectively, on Jan'y 1, A. D. 1878, and January 1, A. D. 1879, and it is expressly understood and agreed by all the parties that said lien shall not be discharged until the payment in full of said notes and all interest that may become due thereon, and in the event of litigation in enforcing this lien it is agreed that said grantees and their husbands shall pay all lawyer's fees incurred in so doing.

In testimony whereof the said parties of the first part have here-

unto set their hands and seals on the day and year first above written. Interlineations made before signing.

JULIUS WEISS. [S'L.]
VICTOR MEYERS. [S'L.]
AD. MEYER. [S'L.]

Witness:
S. H. ARMSTRONG.
Witness:
J. G. USTIS.

STATE OF LOUISIANA,
Parish of Orleans, City of New Orleans.

Be it remembered that on this nineteenth day of December, 1876, before me, John G. Eustis, commissioner for Mississippi, residing in New Orleans, personally appeared Julius Weiss, Victor Meyer, and Adolph Meyer, to me personally known to be the individuals named in and who executed the foregoing deed, who each acknowledged that they signed, sealed, and delivered the same on the day and year therein named as their voluntary act and deed for the use and purposes therein mentioned.

In witness whereof I have hereunto set my — and affixed my official seal the day and year aforesaid.

J. G. EUSTIS,
Commissioner for Miss. in New Orleans.

19 STATE OF MISSISSIPPI,
Bolivar County.

I, H. T. Fearey, clerk of the chancery — in and for said county, do hereby certify that the foregoing deed, filed in my office for record Dec. 27, 1876, has this day been duly recorded in Deed Book "Z," pages 351, 352, 353.

Witness my hand and official seal this 5th day of January, A. D. 1877.

H. T. FLOREY, *Clerk*,
By R. B. WRIGHT, *D. C.*

THE STATE OF MISSISSIPPI,
Bolivar County.

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing 5 pages contain a whole, true, and correct copy of deed from Meyer, Weiss & Co. to Malvina and Lottie M. Scott, as the same appears in Deed Book "L," page 351, in my office.

Witness my hand and official seal this the 14 day of April, A. D. 1886.

T. R. McGUIRE, *Clerk.*
G. B. LANCASTER, *D. C.*

Filed April 19, 1886.

G. R. HILL, *Clerk.*

Upon the margin of the foregoing deed is the following endorsement, to wit: In accordance with the power of attorney from Julius Weiss & Co., recorded in Deed Book C C, page 11, I hereby cancel and mark as satisfied in full the special lien reserved on this page, this 27th day of February, 1880. T. R. McGuire, attorney-in-fact.

EXHIBIT "B."

Fred. Clark, executor, to Lottie & Malvina Y. Scott. } Deed.

This indenture, made and entered into this eleventh day of May, 1878, between Fred. Clark, executor of the last will and testament of Chas. Clark, deceased, by virtue of and in pursuance of the powers granted him in said last will and testament, of the first part, and Lottie M. Scott & Malvina Y. Scott, of the second part, all of the county of Bolivar and State of Mississippi, witnesseth:

That the said party of the first part, for and in consideration of the sum of three thousand seven hundred and seventy (3,770) dollars, to be paid to the said party of the first part—two thousand dollars on the first day of January, 1879, and seventeen hundred and seventy dollars, with interest at the rate of eight per centum per annum from this date, on the first day of January, 1880, which said last two sums of money are evidenced by two promissory notes of Chas. & Geo. Y. Scott, of even date with these presents, payable to the order of said party of the first part and due respectively on the first days of January, 1879 & 1880, aforesaid—has granted, bargained, and sold, and by these presents does hereby grant, bargain, sell, and convey, unto the said parties of the second part the following-described lands, lying and being — situate in the county and State aforesaid, to wit: The northeast quarter and the west half, less a strip of sixty-four acres off the west side and a strip of thirty-eight acres off the south side, of section thirty, township twenty-three, range seven west, containing in all three hundred and seventy-seven acres, more or less; to have and to hold the said land unto them, the said parties of the second part, their heirs and assigns, in fee simple forever, together with all the appurtenances thereto belonging or in anywise appertaining; and the said party of the first part, as executor as aforesaid, hereby covenants and agrees to and with the said parties of the second part, their heirs and assigns, that he, the said first party, as executor aforesaid, has a legal right to sell and convey said lands; that said lands are free from all liens and incumbrances, and that he will warrant and defend the title to said land against the claim or claims, demand or demands, of any and all persons claiming by, through, or under the said Chas. Clark, deceased, and also against the claim or claims, demand or demands, of any and all other persons whomsoever claiming or to claim said lands, but an express lien in the nature and with the rights and incidents of a special mortgage is hereby retained on said land to secure the payment of the purchase-money as evidenced in the two notes.

In testimony whereof I have hereto set my hand and seal
21 the day and year first herein written.

FRED. CLARK, [SEAL.]
Executor of Chas. Clark, Dec'd.

I hereby — that the notes mentioned in this deed have been fully paid and cancelled.

FRED. CLARK,
Executor Chas. Clark, Dec'd.

Filed April 19, 1886.

G. R. HILL, *Clerk.*

EXHIBIT C.

Chas. and Malvina Y. Scott to Lottie M. Scott. } 7. Deed.

This indenture, made and entered into on this the second day of January, A. D. 1880, by and between Malvina Y. Scott and Chas. Scott, parties of the first part, witnesseth:

That the said first parties, for and in consideration of the sum of fifteen hundred dollars to them cash in hand — by said second party, the receipt of which is hereby acknowledged, and for the further — of one thousand dollars, to be paid on January 1st, 1881, have and doth hereby grant, bargain, and sell unto the said Lottie M. Scott the following tract of land lying, being, and situate in Bolivar county, Mississippi, commonly called the Sillers Place, and more particularly described as follows, to wit: The west half of the N. E. (¼) quarter and the southwest quarter of the N. W. ¼ of section thirty-six (36), township 23, twenty-three, range eight west; to have and to hold the said bargained and sold lands above described to her, the said party of the second part, her heirs and assigns forever; and the said parties of the first part, for themselves, their heirs, executors, & administrators, covenant and agree to and with the said second party, her heirs and assigns, that they, the said first parties, have a right to sell and convey said lands; that the same are free of all liens or incumbrances, and that they, the said first parties, will forever warrant and defend the title thereto against the lawful claim or claims, demand or demands, of any and all
22 persons whatsoever. The said deferred payment for said lands, amounting to $1,000, is evidenced by the promissory note of Lottie M. Scott and Geo. Y. Scott of this date, bearing interest at the rate of eight per cent. per annum from date until paid, and it is expressly understood and agreed that said note, principal and interest, is and shall be secured by a prior vendor's lien on the said lands herein conveyed, which shall remain in full force and effect until said note is paid.

Witness our hands and seals on this the 2nd day of January, A. D. 1880.

MALVINA Y. SCOTT. [SEAL.]
CHAS. SCOTT. [SEAL.]

This vendor's lien has been satisfied in full and is cancelled this date, May 23rd, 1881.

CHAS. SCOTT.
MALVINA Y. SCOTT,
By CHAS. SCOTT, *Att'y-in-Fact.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

Personally appeared before me, C. S. Lobdell, clerk of the chancery court of Bolivar county, the within-named Chas. Scott, who acknowledged that he signed, sealed, and delivered the foregoing deed on the day and year therein mentioned as his act and deed; also personally appeared before me Malvina Y. Scott, who, on a private examination made by me apart from her husband, acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed freely without any fear, threats, or compulsion of her husband.

Given under my hand and seal of said court this 26th day of March, 1880.

C. S. LOBDELL, *Cl'k.*
[L. S.] T. R. McGUIRE, *D. C.*

Filed for record May 7th, 1880, and truly recorded May 7th, 1880.
T. R. McGUIRE, *Cl'k.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

23 I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing 3 pages contain a whole, true, and correct copy of deed from Chas. and Malvina Y. Scott to Lottie M. Scott as the same appears on Deed Book "B B," page 389, in my office.

Witness my hand and official seal this the 14th day of April, A. D. 1886.

[SEAL.] T. R. McGUIRE, *Clerk,*
By G. B. LANCASTER, *D. C.*

Filed April 19th, 1886.

G. R. HILL, *Clerk.*

EXHIBIT D.

W. B. Campbell & wife }
— } Deed.
Lottie M. Scott. }

This indenture, made and entered into on this the twenty-first day of February, eighteen hundred and eighty, by and between W. B. Campbell and Mary Eliza Lee Campbell, his wife, of the county of Boone and State of Missouri, of the first part, and Lottie M. Scott, of the county of Bolivar and State of Mississippi, of the second part, witnesseth:

That the said W. B. Campbell and his wife, Mary Eliza Lee Camp-

bell, for and in consideration of the sum of twenty-six — and fifty dollars ($2,650) to be paid as follows, to wit: Eight hundred dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the sum of nine hundred and twenty-five dollars to be paid the fifteenth of February, 1881, and the sum of nine hundred and twenty-five dollars to be paid on the fifteenth day of February, 1882, as evidenced by two promissory notes given by the said Lottie M. Scott to the said W. B. Campbell and wife, and bearing interest at the rate of eight per cent. per annum from date of said note—they, the said W. B. Campbell and his wife, Mary Eliza Lee Campbell, have granted, bargained, sold, and conveyed, and doth by these presents grant, bargain, sell, and convey, unto the said Lottie M. Scott all of the following-described lands in Bolivar county, Mississippi,
24 and more particularly described as the north half (N. ½) section 31, township 23, range 7 west, and strip 38 acres off south side of section 30, township 23, range 7; to have and to hold to her, the said Lottie M. Scott, her heirs and assigns forever; and they, the said W. B. Campbell and Mary Eliza Lee Campbell, his wife, hereby covenant and agree for themselves, their heirs, executors, and administrators, to forever warrant and defend the title to all of the lands above mentioned to the said Lottie M. Scott, her heirs and assigns forever. A special and prior vendor's lien is hereby reserved on all the lands herein conveyed to secure the prompt payment of such notes given for the balance of purchase-money.

In testimony whereof witness our hands and seals on this the twenty-first day of February, eighteen hundred and eighty.

W. B. CAMPBELL. [SEAL]
MARY ELIZA LEE CAMPBELL. [SEAL.]

STATE OF MISSOURI, }
County of Boone. }

Personally appeared before me, the undersigned notary public, duly commissioned and qualified under the laws of said State and county, W. B. Campbell, who is personally known to me to be the same person whose name is subscribed to the foregoing deed, and, being by me duly sworn, acknowledged that he signed, sealed, and delivered the foregoing deed as his act and deed on the day of the date thereof and for the purpose therein contained; and also personally appeared before me Mary Eliza Lee Campbell, wife of the said W. B. Campbell, personally known by me, who, on a private examination separate and apart from her husband, acknowledged that she signed, sealed, and delivered the foregoing deed on the day of the date thereof as her voluntary act and deed freely, without any fear, threats, or compulsion of her husband.

Given under my hand and official seal this 21st day of February, A. D. 1880. My commission will expire Jan'y 20th, 1883.

FRANK D. EVANS,
[SEAL.] *Notary Public.*

25 Filed for record May 7th, 1880, and truly recorded May 7th, 1880.

T. R. McGUIRE, *Clerk.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing 3 pages contain a whole, true, and correct copy of deed from W. B. Campbell and wife to Lottie M. Scott as the same appears on Deed Book A A, p. 639, in my office.

Witness my hand and official seal this 14 day of April, A. D. 1886.

[SEAL.]

T. R. McGUIRE, *Clerk*,
By G. B. LANCASTER, *D. C.*

Filed April 19, 1886.

G. R. HILL, *Cl'k.*

EXHIBIT E.

Jno. C. Miller and S. H. and Ella Peacocke to Mrs. L. M. Scott. } Deed.

This indenture, made and entered into this the 11th day of January, A. D. 1886, by and between S. H. Peacocke, Ella Peacocke, and J. C. Miller, of the county of Bolivar and State of Mississippi, of the first part, and Lottie M. Scott, of said county and State, of the second part, witnesseth:

That the parties of the first part, for and in consideration of the sum of eight thousand dollars ($8,000) to be paid as follows by the said party of the second part, seven hundred and fifty dollars ($750) cash in hand paid, the receipt whereof is acknowledged by said parties of the first part, and an indebtedness of twenty-four hundred and seventy-six $\frac{5}{100}$ dollars ($2,476.05) due Frank and Reinach, which is hereby assumed by said party of the second part, the balance, forty-seven hundred and seventy-three $\frac{95}{100}$ dollars, to be paid 1st January, 1889, and 1st January, 1890, as evidenced by
26 four promissory notes of this date, each note for eleven hundred and ninety-three $\frac{48}{100}$ dollars, and bearing interest at the rate of 6 per cent. per annum, have granted, bargained, and sold, and by these presents doth grant, bargain, sell, and convey, unto the said Lottie M. Scott, party of the second part, her heirs and assigns forever, the following real estate, in the county and State aforesaid, to wit: S. E. ¼ S. E. ¼, S. H. B., section 23, township 23, range 8; W. ½ N. W. ¼ section 25, township 23, range 8; E. ½ N. E. ¼ section 26, township 23, range 8; N. ½ S. E. ¼ section 26, township 23, range 8, containing 246 acres, more or less, and known as the "Miller Place," on Willow slough; to have and to hold the same, together with all the appurtenances thereto belonging or in anywise appertaining; and the said S. H. & Ella Peacocke and Jno. C. Miller hereby covenant and agree to and with the said Lottie M. Scott to warrant and defend the title to said lands described herein against the claims of all persons whatsoever.

It is hereby understood and agreed by and between the parties to

this deed that a vendor's lien on all lands herein mentioned is hereby retained to secure the payment of the balance of the purchase-money.

Given under our hands and seals this 11th day of January, 1886. Interlined on first and second pages before signing.

JNO. C. MILLER. [SEAL.]
ELLA PEACOCKE. [SEAL.]
S. H. PEACOCKE. [SEAL.]

STATE OF MISSISSIPPI, }
Bolivar County. }

Personally appeared before me, clerk of the chancery court of Bolivar county, the within-named Jno. C. Miller, Ella M. Peacocke, and S. H. Peacocke, who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of said court this 11th day of Jan'y, 1886.

[SEAL.]
27

T. R. McGUIRE, *Clerk*,
By G. B. LANCASTER, *D. C.*

Filed for record Jan'y 12th, 1886, at 10.30 o'clock a. m., and truly recorded Jan'y 30th, 1886.

T. R. McGUIRE, *Cl'k*,
By G. B. LANCASTER, *D. C.*

Filed April 19, 1886.

G. R. HILL, *Clerk.*

EXHIBIT F.

J. D. Leech to Mrs. L. M. Scott. } Deed.

This indenture, made and entered into on this the 22nd day of January, A. D. 1886, by and between J. D. Leech, of the first part, and Lottie M. Scott, of the second part, both of the county of Bolivar and State of Mississippi, witnesseth:

That for and in consideration of the sum of five hundred dollars ($500) cash in hand paid, the receipt whereof is hereby acknowledged, to the said J. D. Leech by said Lottie M. Scott, the said J. D. Leech hereby grants, bargains, sells, and conveys to the said Lottie M. Scott the following land, lying, being, situate in Bolivar county, Mississippi, to wit: S. W. diagonal ½ of N. W. ¼, southwest diagonal ½ of N. W ¼, southwest diagonal half of northwest quarter, section (20) twenty, township twenty-three (23), range seven (7), containing 80 acres; to have and to hold to her, the — Scott, her heirs and assigns forever; and the said J. D. Leech, for himself, his heirs, hereby covenants and agrees to warrant the title to the within lands against the claim or claims of any and all persons whomsoever.

Given under my hand and seal this 22nd January, A. D. 1886. Word on first page interlined before signing.

[SEAL.] J. D. LEECH. [SEAL.]

THE STATE OF MISSISSIPPI, }
Bolivar County. }

Personally appeared before me, clerk of the circuit court of the county of Bolivar, the within-named J. D. Leech, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

28 Given under my hand — seal of said court this 23d day of January, 1886.

J. E. OUSLEY, *Clerk*,
[SEAL.] By G. B. LANCASTER, *D. C.*

Filed for record Jan'y 23d, 1886, at 3.15 o'clock p. m., and truly recorded Jan'y 29th, 1886.

T. R. McGUIRE, *Clk*,
By G. B. LANCASTER, *D. C.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing two pages contain a whole, true, and correct copy of deed from J. D. Leech to Mrs. Lottie M. Scott as the same appears on Deed Book H H, page 221, in my office.

[SEAL.] Witness my hand and official seal this the 15 day of April, A. D. 1886.

T. R. McGUIRE, *Clerk*,
By G. B. LANCASTER, *D. C.*

Filed April 19, 1886.

G. R. HILL, *Clerk.*

EXHIBIT —.

Malvina Y. Scott and Chas. Scott
to
Lottie M. Scott. } Deed.

This indenture, made and entered into on this the 1st day of January, A. D. 1880, by and between Malvina Y. Scott and Charles Scott, her husband, parties of the first part, and Lottie M. Scott, party of the second part, all of Bolivar county and State of Mississippi, witnesseth:

That whereas the said parties to this deed have agreed to divide certain lands which they have heretofore owned as tenements in common: Now, therefore, the said parties of the first part, for and in consideration of a certain deed executed simultaneously with this one, wherein the said Lottie M. Scott conveys to said Malvina Y.

Scott an undivided one-half interest in and to the Triumph Place and a like interest in the Sillers Place, both situated in said county, and particularly described in said deed, and for and in consideration of the sum of two thousand ($2,000) dollars cash in hand paid to said Malvina Y. Scott by said Lottie M. Scott, the receipt
29 of which is hereby acknowledged, they, the said parties of the first part, have and doth hereby grant, bargain, and sell unto the said Lottie M. Scott an undivided one-half interest in each and to the following lands, lying, being, and situate in said Bolivar county, commonly known as the Brazier or Meyer-Weiss Place, and that part of the Lee Place purchased of Fred. Clark, executor of Chas. Clark. Said Brazier or Meyer-Weiss Place is more particularly described as follows, to wit: 336 acres of land divided from the west part of that plantation upon which one Samuel H. Lee resided at the time of his death by a line commencing on the south boundary of said tract of land 28 chains east from the southwest corner of the east half of the northeast quarter of section thirty-six, township twenty-three, range eight west, running thence north, the said lands herein conveyed being the east half of the northeast quarter of section thirty-six and the east half of section twenty-five and a strip about eight chains wide west of said line in and off the west half of section thirty and of the west half of the northwest quarter of section thirty-one, said sections twenty-five and thirty-six being in said township twenty-three, range eight west, and sections thirty and thirty-one being in township twenty-three, range seven west, and the said part of the Lee Place hereinabove mentioned is more particularly described as follows, to wit: The northeast quarter and the west half, less a strip of sixty-four acress of the west side and a strip of thirty-eight acres of the south side, of section thirty, township twenty-three, range seven west; to have and to hold the said one-half interest in and to all of said lands hereinabove conveyed to her, the said party of the second part, her heirs and assigns forever; and the said parties of the first part, for themselves, their heirs, executors, and administrators, covenant and agree to and with the said party of the second part, her heirs and assigns, that
30 they, the said first parties, have a good right to sell and convey the said one-half interest in and to said lands; that same is free of all incumbrances or liens, and that the said first parties will forever warrant and defend the title thereto against the lawful claim or claims, demand or demands, of any and all persons whatsoever.

Witness our hands and seals on this the 1st day of January, A. D. 1880.

MALVINA SCOTT. [SEAL.]
CHAS. SCOTT. [SEAL.]

THE STATE OF MISSISSIPPI, }
Bolivar County. }

This day personally appeared before me, C. S. Lobdell, clerk of the chancery court in and for said county, the within-named Chas. Scott, who acknowledged that he signed, sealed, and delivered the

foregoing deed on the day and year therein mentioned as his act and deed; also personally appeared before me Malvina Y. Scott, who, on a private examination made by me apart from her husband, acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed freely, without any fear, threats, or compulsion of her husband.

In testimony whereof witness my hand and seal of said court this 26 day of March, 1880.

C. S. LOBDELL, *Clerk.*
T. R. McGUIRE, *D. C.*

Filed for record May 7th, 1880, and truly recorded May 7th, 1880.
T. R. McGUIRE, *Cl'k.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing 4 pages contain a whole, true, and correct copy of deed from Malvina Y. and Chas. Scott to Lottie M. Scott as the same appears — Deed Book "B B," page 390, in my office.

Witness my hand and official seal this the 14 day of April, A. D. 1886.

[SEAL.]

T. R. McGUIRE, *Clerk.*
G. B. LANCASTER, *D. C.*

Filed April 19, 1886.

G. R. HILL, *Cl'k.*

31 EXHIBIT "G."

Statement of Account.

MEMPHIS, TENN., *April 5th*, 1886.

Mr. Geo. Y. Scott, Rosedale, in account with Brooks, Neely & Co., wholesale grocers & cotton factors, No. 367 Front street.

1883.				
M'ch 29.	To cash paid, draft of 27th, favor of self			1,000 00
Apr. 2.	" 20 s'cks oats, 3,320 lbs., .55	57 05		
	" 15 " bran, 2,010 " 1.05	21 10		
	" 10 bbls. meat, 3.00	30 00		
	" 5 " mess pork, 20.00	100 00		
	" 1 can, .75; 5 gal. knot oil, .50	3 25		
	" 1 " .25; 1 " lard oil, 1.00	1 25		
	" insurance, .25; drayage, 2.50	2 75		
				215 40
5.	" cash p'd, draft of 3rd, favor Manhattan Bank			500 00
16.	" 20 s'cks oats, 3,400 lbs., .55	58 43		
	" 10 " bran, 1,210 " 1.05	13 70		
	" insurance, .10; drayage, 1.00	1 10		
				73 23
19.	" 5 bbls. mess pork, 20.00	100 00		
	" 10 " meal, 2.75	27 50		
	" 20 sacks oats, 3,295 lbs., .55	56 63		
	" insurance, .90; drayage, 2.00	2 90		
				187 03
May 3.	" 10 bbls. meal, 2.75	27 50		
	" 5 " mess pork, 21.00	105 00		

1883.					
May	3.	To 1 box Crescent tobacco, 50 lbs., 45c.	22 50		
		" 1 keg, 10 gal., molasses	6 25		
		" 10 s'ks bran, 1,960 lbs., 1.05	20 58		
		" insurance, .25; drayage, 1.50	1 75		
				183	58
	31.	" 6 bbls. meal, 3.00	18		
		" drayage	50		
				18	50
Sept.	21.	" cash p'd, draft of 15th, favor Charles Scott		880	75
	24.	" 2 keg- 8d. nails, 3.50	7		
		" drayage	25		
				7	25
	28.	" cash p'd, draft of 18th, favor W. R. Carter		118	30
	29.	" " " 20th, " J. F. Parks		12	00
Oct.	8.	" " " 4th, " T. P. Robertson		78	15
32					
Oct.	8.	To cash p'd draft of 6th, favor L. C. Dulancey		13	86
	9.	" " " 27th, " Bank of Greenville		178	30
	12.	" " " 29th, " F. M. Scott		45	
	15.	" " " 12th, " Frank & Renach		167	03
	16.	" " " 12th, " J. L. Cain		50	
	18.	" " " 16th, " Campbell Green		145	
	"	" " " 13th, " Str. Kate Adams		14	
	22.	" 6 s'cks—690 lbs.—bran, 95c. = 6.55; drayage, .50		7	05
		Am't carried forward		$3,894	43
1883.		Am't bro't forward		$3,894	43
Oct.	25.	To cash draft of 20th, favor T. P. Robinson		276	89
	27.	" " 23rd, " German Nat. Bank		548	95
	29.	" " 20th, " J. S. Redden		145	70
Nov.	1.	" " 30th ult., favor of Manhattan Bank		400	00
	5.	" " 1st, favor of J. J. Montgomery		10	
	"	" hanks twine, .12½		3	
	8.	" cash draft of 6th, favor G. D. Matthews		45	35
	"	" " 5th, " Laura Shelton		45	95
	15.	" " 2nd, " Jas. Haurutty		15	
	21.	" " 15th, " W. A. Yerger		25	
	27.	" " 15th, " Chas. Scott		100	
	30.	" cash paid your & Chas. Scott note of M'ch 27, '83, at 8 mos., favor Fader, Frank & Co.		1,350	
Dec.	4.	" cash draft of 1st, favor Chas. Scott		127	47
	10.	" " 7th, " "		20	
	"	" " 30th ult., favor G. R. Jacobs		250	
	"	" 4 rolls Globe bagging, 200 yds., .11	22		
	"	" 5 bdls. ties, 1.40	7		
		" insurance, .10, drayage, .25	35		
				29	35
	15.	" cash draft of 7th, favor J. L. Gill		40	25
	17.	" " 15th, " E. Barnes		49	43
	"	" " 15th, " Larry Fairbanks		30	
	"	" " 14th, " Mrs. Geo. Y. Scott		200	
	"	" " 13th, " E. Fitzgerald		245	19
	19.	" " 14th, " L. C. Dulancey		50	
	"	" " 15th, " Sam. Curtis		20	
33					
Dec.	20.	To cash draft of 16th, favor Geo. R. Jones		75	
	"	" " 18th, " Wm. Smiley		45	
	"	" " 18th, " T. R. McGuire		238	40
	"	" " 18th, " Phil. Jones		42	40
	"	" " 18th, " M. Walker		42	15
	21.	" " 18th, " Mrs. Geo. Y. Scott		200	
	22.	" " 15th, " Sam. Curtis		158	48
	24.	" " 19th, " J. L. Scott		476	24

1883								
Dec.	24.	To cash draft of	17th,	favor	T. P. Robinson			204 74
	"	"	15th,	"	W. R. Carter			305 13
	27.	"	26th,	"	German Nat. Bank			98
	28.	"	22nd,	"	Bank of Greenville			25
		Am't car'd for'd						9,975 50
1883.		Am't bro't forward						$9,975 50
Dec.	28.	To cash draft of	18th,	favor	Bank of Greenville			500 00
	31.	"	19,	"	J. H. Todd			60 00
1884.								
Jan'y	5.	"	28 ult.,	"	Mrs. Geo. Y. Scott			350
	9.	"	1st,	"	Geo. R. Jacobs			40
	12.	"	2,	"	do.			192 43
	14.	"	2,	"	"			50
	"	"	9,	"	A. C. Percifield			191 39
	17.	"	7,	"	J. H. Todd			50
Feb'y	12.	"	9,	"	Frank & Reinach			308 13
	25.	"	25,	"	J. A. Forrest & Co.			540
	28.	"	26,	"	Manhattan Bank			650
M'ch	17.	"	14,	"	J. W. Dulancey			436 42
	29.	"	29,	"	R. H. Purnell			100
Apr.	3.	" 7 bbls. mess. pork, 19.00					133	
		" 5 " meal, 2.85					14 25	
		" insurance, .25; drayage, 1.00					1 25	
								148 50
	10.	" cash draft of	8th,	favor	Jno. Collins			400
	14.	"	11,	"	Thompson Moore			64 50
	"	"	11,	"	do.			100
	21.	"	3rd,	"	Mrs. Geo. Y. Scott			350
	24.	"	22nd,	"	O. Alexander			50
84								
Apr.	28.	To cash draft of	25th,	favor	O. G. McGuire			510 35
	"	"	22,	"	A. M. Baldwin & Co.			65
May	1.	"	28th ult.,		do.			151 38
	5.	"	2,		favor Manhattan Bank			10
	12.	"	9,		" do.			400
June	5.	"	3,		" J. T. Kuhm			50
	9.	"	6,		" Fader, Frank & Co.			400
July	3.	"	1,		" Bank of Commerce			500
	18.	"	15,		" W. Ramsey, cash'r			350
Aug.	2.	"	30	ult.,	" A. Miller			210
	7.	"	31	"	" S. Given			500 62
Sept.	29.	" 1 box C. R. pork, 585 lbs, .10½					61 42	
		" insurance, 15c.; drayage, 25c.					40	
								61 82
Oct.	2.	" 6 rolls bagging, 300 yds., .11					33 00	
		" 10 bdls. A ties, 1.30					13	
		" insurance, 15c.; drayage, 50c.					65	
								46 65
		Am't carried forward						$17,812 69
1884.		Am't bro't for'd						$17,812 69
Oct.	13.	To cash draft of	10th,	favor	Thompson Moore			30
	"	"	8,	"	O. Alexander			9 90
	14.	"	10,	"	A. Samuel			12
	13.	" 1 bale, 52 lbs., twine, .12½, 6.50; drayage, 25c.						6 75
	16.	" cash draft of	14th,	favor	C. L. Jones			50
	17.	"	3,	"	Geo. Y. Scott			125
	20.	"	17,	"	C. L. Jones			25
	"	"	17,	"	L. C. Delancy			138 80
	21.	"	15,	"	W. R. Carter & Co.			40
	23.	"	21,	"	J. L. Cain			26

1884.

Oct.	27.	To cash draft of	22,	favor	M. B. Sillers		18	
	" "	"	24,	"	A. Yerger		10	
	" "	"	20,	"	W. A. Pollock		350	
	30. "	"	27,	"	T. P. Robertson		160	43
	31. "	"	26,	"	Sells & Co.		97	50
Nov.	3. "	"	25 ult.,	"	T. P. Robertson		39	50
	" "	"	31 "	"	Meacham & Horton		500	

35

Nov.	3.	To cash draft of	1st,	favor	J. T. Kuhn		90	
	" "	"	31 ult.,	"	O. Alexander		29	55
	10. "	"	9,	"	Kate Adams		20	
	11. "	"	9,	"	C. B. Galloway & Co.		50	
	" "	"	10,	"	do.		50	
	" "	cash paid you					100	
	13. "	cash draft of 11,		favor	S. Given, auditor		235	
	17. "	"	15,	"	J. W. Delancy		266	97
	" "	"	15,	"	do.		150	
	20. "	"	15,	"	do.		110	
	" "	"	14,	"	Chas. Scott		6	90
	" "	1 keg, 5 gal., molasses				3 50		
	" "	1 " 10 "	do.			6 00		
	" "	1 " 46 lbs., lard, .10				4 60		
	" "	5 lbs. black pepper, .20				1		
	" "	1 b'x, 41 lbs., cheese, .11				4 51		
	20. "	insurance, 10c.; drayage, 25c.				35		
							19	96
	21. "	4,500 brick, 9.00				40 50		
	"	3 bbls. lime, .95				2 85		
	"	insurance				15		
							43	50
		Am't car'd for'd					$20,623	25

1884.		Am't bro't forward					$20,623	25
Nov.	21.	To cash draft of	18th,	favor	B. J. Sumers & Co.		16	
	22. "	"	7,	"	R. H. Purnell		65	
	" "	"	18,	"	Bank of Greenville		250	
	24. "	"	21,	"	Marx & Bensdorf		234	79
	" "	"	22,	"	Ed. Fitzgerald		150	
	" "	"	18,	"	S. Given, auditor		88	75
	25. "	"	20,	"	N. B. Bloodworth		25	
	" "	"	21,	"	W. R. Moore & Co.		33	78
	28. "	"	25,	"	J. H. Wright		40	
Dec.	1. "	"	28 ult.,	"	O. G. McGuire		80	
	" "	"	28 "	"	Geo. R. Jacobs		54	95
	2. "	15 pcs. bagging, 525 yds., .10				52 50		
	"	15 bdls. ties, 1.30				19 50		

36

Dec.	2.	To ins., 15; drayage, 50c.				65		
							72	65
	4. "	cash draft of	27th ult.,	favor	A. C. Grayson		136	20
	5. "	"	22	"	Frank & Reinach		334	10
	" "	"	26	"	J. T. Moore		62	70
	10. "	"	5	"	H. M. Venable		35	
	11. "	1 C. Eagle milk					8	25
	11. "	cash draft of	9,	favor	Frank & Reinach		298	
	" "	"	7,	"	Joel Davis		15	
	18. "	"	16,	"	J. A. Robertson		190	
	" "	"	9,	"	Menkin Bros., ag't		86	28
	" "	"	13,	"	Frank & Reinach		143	77
	18. "	6 scks. bran, 900 lbs., .80				7 20		
	"	6 bales hay, 610 " .80				4 80		
	"	5 bbls. meal, 3.25				16 25		
	"	ins., 10c.; drayage, 75c.				85		
							29	18

1884.					
Dec.	20.	" cash draft of 16th, favor J. Hill			9 15
	22.	" " 16th, " J. W. Dulancy			37 68
	"	" " 12th, " Bank of Greenville			300
	"	" 15 p'r blankets, 2.25			33 75
	23.	" paid for telegram			70
	"	" draft of Nov. 20, fav. Frank & Reinach			199 24
	"	" " 19, " C. L. Jones			15
	"	" " 19, " Dr. L. Moore			155
	24.	" " 12, " S. Given			1,298 33
		Am't carried forward			$25,121 50
1884.		Am't bro't forward			$25,121 50
Dec.	24.	To cash draft of 11th, favor J. W. Dulancy			28 50
	26.	" " 20th, " W. P. Richardson			500
	"	" " 13th, " Bank of Greenville			299 67
1885.					
Jan'y	1.	" " 26th ult., favor J. W. Dulancy			15
	"	" " 29th " " Jos. Brooks			72 15
	2.	" " 23d " " J. W. Dulancy			3 50
	3.	" " 30th " " Chas. Scott			1,000
	3.	" " 30th " " W. P. Richardson			255
	5.	" " 2nd " " B. Lowensteine & Bro.			18 03
37					
Jan'y	5.	To cash draft of 2nd, favor J. T. La Brude & Co.			22 25
	"	" " 2, favor Geo. Arnold & Co.			52 84
	"	" " 2, " O. G. McGuire			215 30
	"	" " 2, " W. R. Moore & Co.			145 20
	"	" " 2, " Orgill Bros. & Co.			43 90
	"	" " 2, " Sells & Co.			320 30
	7.	" " 2, " R. B. Lawler			3 65
	8.	" " 3, " E. T. Devoer			100 00
	"	" " 2, " Marx & Bensdorf			60 38
	12.	" " 30 ult., " Flannagan & Co.			250
	"	" " 6th, " Goodbar & Co.			25
	"	" " 10, " Frank & Reinach			162 10
	12.	" cash, your draft of Dec. 22, '84, our favor on B. J. Clay, of Richmond, Ky., returned (payment refused)			533 16
	13.	" 6 hlf. bales, 916 lbs., hay, .80 = 7.33; drayage, .50	7 83		
	"	" 500 bricks, 10.00	5 00		
					12 83
	14.	" cash draft of 5th, favor S. Givin			395 05
	16.	" 1 s'ck, 25c.; 120 lbs. timothy seed, 1.80	5 05		
	"	" 1 " .25; 142 " clover seed, 5.75	13 86		
	"	" insurance, .10; drayage, 25c.	35		
					19 26
	20.	" cash draft of 16th, favor F. A. Montgomery			14 90
	26.	" " 23, " W. R. Moore & Co.			300 00
	"	" " 23, " Oliver Finnie & Co.			49 30
	"	" " 23, " Mitchell & Bryson			79
	"	" " 20, " J. L. Gill			34 25
	"	" " 23, " Freedman Bros.			200
	26.	" 6 sacks, 1,054 lbs., bran, .80	8 43		
	"	" 6 " 900 lbs., oats, 38c., $10.69; drayage, 50c.	11 19		
					19 62
		Am't carried forward			$30,380 64
1885.		Am't bro't forward			$30,380 64
Jan'y	29.	To 212 pcs. lumber, 1,616 feet, .01½	24 24		
	"	" 8 M No. 1 sawed shingles, 4.50	36		
	"	" insurance	25		
					60 49
	30.	" cash draft of 20th, favor J. L. Gill			18 95
	31.	" " 23, " J. F. Smith & Co.			32 25

1885.									
Feb'y	2.	To cash draft of 23d ult., favor W. H. Moore							80 50
38									
Feb'y	2.	To cash draft of	30	ult.,	favor	C. W. Edmonds, &c.			112 50
	"	" "	25	"	"	Sells & Co.			250
	3.	" "	28	"	"	J. T. Moore			54 62
	5.	" "	3d	"	"	L. C. Dulancey			51 55
	6.	" "	23	ult.,	"	W. S. Smith			97
	9.	" "	6th	"	"	F. Robinson			35
	"	" "	4	"	"	E. T. Devoer			39 90
	"	" "	30	ult.,	"	J. L. Gill			34
	"	" "	6	"	"	Frank & Reinach			300
	"	" "	7	"	"	T. R. McGuire			50
	"	" "	7	"	"	J. L. Gill			6 75
	"	" "	6	"	"	Jos. Brock			15 25
	"	" cash T. R. McGuire d'ft on J. H. Stafford & Co., returned to you							30
	11.	" cash d'ft of	31	ult.,	favor	J. T. Kuhn			12 50
	12.	" "	7th		"	Sarah Burney			160 33
	"	" "	8th		"	E. T. Devoer			250
	"	" "	9th		"	S. Roark			50
	13.	" "	5th		"	Gordon Bros. & Co.			1,500
	16.	" "	6th		"	J. L. Gill			56 35
	"	" "	13th		"	Frank & Reinach			41 30
	"	" "	13th		"	"			872 40
	"	" "	13th		"	Cella Jackson			246 06
	"	" "	11th		"	J. W. Dulancey			183 55
	"	" "	13th		"	E. Mitchell			33 20
	"	" "	13th		"	Ben. Taylor			35 70
	17.	" "	13th		"	Jno. A. Robertson			1,500
	"	" cash your letter to pay W. H. Farris & Co. for two mules							300
	21.	" " disc't on draft on Lyman & Co.							67
	23.	" " d'ft of	18th,		favor	Sam. Roach			165 70
	"	" "	11		"	Jno. Baird			55
	"	" "	12		"	Cole & Co.			40
		Am't carried forward							$37,152 16
1885.		Am't bro't forward							$37,152 16
Feb'y	23.	To cash draft of 13th, favor Jake Jackson							346 05
	24.	" " 14th, " Clapp & Taylor							25
39									
Feb'y	24.	To cash d'ft of 23d, favor Freedman Bros.							257 60
	"	" 10 bbls. meal for Riverton, 25.00						25	
	"	" 5 " " Rosedale, 25.00						12 50	
	"	" 10 s'cks oats, 1,750 lbs., for Rosedale, .42						22 97	
	"	" 6 half bales hay, 938 lbs., " 85c.						7 97	
	"	" insurance, .30; drayage, 1.50						1 80	
									70 24
	25.	" cash d'ft of	13th,		favor	S. Gwinn, auditor			2,720 06
	27.	" "	16		"	J. W. Alexander			14 50
	28.	" "	26		"	Frank & Renach			380 88
	"	" "	26		"	Geo. Brackin			44
M'ch	2.	" "	17	ult.,	"	T. R. McGuire			35
	5.	" "	3rd		"	O. Alexander			50
	"	" "	2		"	Jos. Brock			54 80
	"	" "	3		"	F. M. Scott			1,000 00
	"	" "	3		"	L. C. Dulancey			88 45
	9.	" "	27		"	Sells & Co.			500
	"	" "	5		"	Walter Sellers			50
	"	" "	5		"	Frank & Reinach			316 70
	"	" 6 bags bran, 660 lbs., .85						5 61	
		" 10 " mixed corn, 1,305 lbs., .55						12 82	
		" insurance, .15; drayage, .50						65	
									19 08

1885.								
M'ch	12.	To cash d'ft of 10th, favor			E. Mitchell			13
	"	"	"	10	"	C. M. Ayers		33 15
	"	"	"	5	"	J. I. Ingram		242 65
	16.	"	"	4	"	J. T. Kuhn		35 85
	"	"	"	13	"	city of Providence		19 75
	19.	"	"	17	"	Jos. Brock		48
	23.	"	"	20	"	"		45
	"	"	"	20	"	"		165
	"	"	1 s'ck, .15; C. R. pork, 208 lbs., 6½				13 93	
	"	"	5 bbls. meal, 2.45				12 25	
	"	"	insurance, .10; drayage, 50c.				60	
								26 78
	24.	"	cash d'ft of 3, favor C. L. Jones					29 25
	25.	"	" p'd Kate Adams for collecting draft on Frank & Co.					1 55
	26.	"	1 bbl., 52 gal., coal oil, .13					6 76
			Am't carried forward					$43,891 26

40

1885.			Am't bro't forward					$43,891 26
M'ch	30.	To cash d'ft of 24th, favor			E. T. Devoer			72 05
	"	"	"	24	"	Bank of Greenville		98 27
	"	"	"	25	"	Frank & Renach		182 47
Apr.	2.	"	"	24 ult.,	"	O. F. Brewer & Son		121 10
	"	"	"	29 "	"	L. C. Dulancy		125
	"	"	"	31 "	"	C. L. Jones		50
	6.	"	"	1 "	"	Perry, Yerger & Perry		30
	7.	"	"	14 ult.,	"	J. T. Moore		15
	9.	"	"	30 "	"	Dr. H. L. Sutherland		13 30
	"	"	" Feb'y 23		"	E. N. Yerger		2,000
	11.	"	" M'ch 9		"	Wilson & Roberts		83 68
	18.	"	" Apr. 2		"	Geo. P. Melchur		37 50
	30.	"	3 bbls. mess pork, 13.50				40 50	
	"	"	2 " meal, 2.65				5 30	
	"	"	2 bx. K. & D. soap, 120 lbs., 4				4 80	
	"	"	insurance, .15; drayage, 50c.				65	
								51 25
	"	"	12 bbls. meal for Riverton, 2.65				31 80	
	"	"	ins., .10; drayage, 50c.				60	
								32 40
May	6.	"	2 t'c's C. R. pork, 502 lbs., 7½				37 65	
	"	"	2 h'lf bbls., 2.00; molasses, 40 gals., 45c.				20	
	"	"	2 bbls. flour, 5.50				11	
	"	"	5 " meal, 2.80				14	
	"	"	ins., .30; drayage, 50c.				80	
								83 45
	14.	"	3 bbls. meal, 2.85				8 55	
	"	"	3 " lime, 1.00				3	
	"	"	5 sacks bran, 1,000 lbs., .95				9 50	
	"	"	5 " oats, 840 " .48				12 60	
	"	"	drayage				1	
								34 65
	26.	"	10 bbls. mess pork, 12.50				125	
	"	"	10 " meal, 3.10				31	
	"	"	1 bbl. molasses, 51 gals., .43				21 93	
	"	"	5 " flour, 5.65				28 25	
	"	"	insurance, 65c.; drayage, 2.00				2 65	
								208 83
June	1.	"	1 s'ck, .15; 192 lbs. C. R. pork, 6¼, 12.15; 1 keg, 5 gal. molasses, 2.50				14 65	
		"	2 s'ck, 330 lbs. corn, .60, 3.54; 1 s'ck, 180 lbs., oats, .47, 2.64				6 18	

41

June	1.	To 1 bbl. meal, 3.00; 1 bbl. flour, 5.75					8 75	
	"	"	ins. 10c.; drayage, 50c.				60	
								30 18
			Am't carried forward					$47,160 38

1885.		Am't bro't forward			$47,161 38
June 11.	To	3 bbls. meal, 2.85	8 55		
	"	drayage	25		
					8 80
18.	"	10 bbls. meal, 2.90	29		
	"	drayage	50		
					29 50
22.	"	1 s'ck, .15; C. R. bacon, 143 lbs., 6¾	9 80		
	"	1 bbl. flour	6 50		
	"	½ " "	3 25		
	"	drayage	25		
					19 80
29.	"	1 bbl. coal oil, 51½ gals., .12	6 18		
	"	1 " salt	1 30		
	"	1 s'ck, .15; C. R. bacon, 213 lbs., 6¾	14 53		
	"	1 bbl. flour	5 75		
	"	1 " meal	2 80		
	"	drayage	25		
					31 81
July 2.	"	10 bbls. mess pork, 12.50	125		
	"	10 " meal, 2.75	27 50		
	"	6 " flour, 5.50	33		
	"	ins., 60c.; drayage, 1.75	2 35		
					187 85
6.	"	1 bbl. flour	5 75		
	"	1 s'ck, .10; hams, 110 lbs., .11	12 20		
	"	1 b'x, .30; sugar, 25 lbs., 7	5 55		
	"	1 " S. crackers, 25 " 5½	1 37		
	"	1 s'ck, .10; C. R. bacon, 193 lbs., 6¾	13 13		
	"	bbl. flour	5 95		
	"	1 b'x, .30, sugar, 50 lbs., 7	3 80		
	"	coffee, 10 lbs., .12½	1 25		
	"	3 bbls. mess pork, .12½	37 50		
	"	insurance, 30c.; drayage, 50c.	80		
1886.					95 35
Apr. 5.	"	interest to date			1,354 09
		Total am't debits			48,886 58

42 CR's.

1883.					
Sept. 29.	By	proc. 2 b. c.			85 51
Oct. 18.	"	" 4 "			202 99
Nov. 2.	"	" 14 "			589 45
3.	"	" 3 "			128 95
12.	"	" 14 "			640 46
13.	"	" 9 "			349 61
19.	"	" 3 "			126 86
21.	"	" 1 "			30 39
23.	"	" 9 "			369 63
26.	"	" 2 "			86 02
28.	"	" 5 "			200 32
Dec. 1.	"	" 1 "			35 28
14.	"	" 6 "			268 30
15.	"	" 4 "			157 85
24.	"	" 40 "			1,696 63
1884.					
Jan'y 4.	"	" 1 "			40 49
9.	"	" 3 "			134 33
14.	"	" 3 "			139 39
17.	"	" 10 "			481 96
21.	"	" 2 "			69
24.	"	" 7 "			314 43
28.	"	" 12 "			484 41
29.	"	" 1 "			44 71
30.	"	" 15 "			687 83

1884.							
Feb'y	1.	By proc.	3	b. c.			128 49
	14.	" "	8	"			320 59
	18.	" "	5	"			239 69
	"	" "	1	"			48 20
	20.	" "	12	"			532 57
	25.	" "	37	"			1,452 27
	28.	" "	4	"			149 17
M'ch	1.	" "	5	"			219 70
	4.	" "	2	"			91 42
	10.	" "	3	"			139 63
	11.	" "	15	"			615 93
	14.	" "	1	"			37 90
	17.	" "	2	"			71 66
		Am't carried for'd					$11,412 02

43

'84.		Am't bro't forward					11,412 02
M'ch	21.	By proc.	1	b. c.			49 32
	24.	" "	1	"			40 65
Apr.	26.	" "	1	"			33 74
Sept.	26.	" "	1	"			39 53
Oct.	3.	" "	4	"			160 38
	7.	" "	1	"			33 51
	22.	" "	5	"			216 91
	30.	" "	8	"			302 46
Nov.	6.	" "	4	"			154 20
	11.	" "	1	"			37 16
	14.	" "	6	"			221 16
	17.	" "	11	"			419 03
	18.	" "	1	"			37 26
	20.	" "	1	"			36 79
	21.	" "	9	"			357 48
	26.	" "	33	"			1,427 43
	28.	" "	3	"			126 67
Dec.	2.	" cash draft on		Fader, Frank & Co.			165 45
	8.	" "		Richardson & May	44 38		
				Fader, Frank & Co.	44 83		
				Greenville Oil Co.	288 32		
							377 53
	10.	" "		Richardson & May			51 10
	11.	" "		Vicksburg bank			39 40
	13.	" proc.	19	b. c.			790 25
	15.	" cash draft on		Fader, Frank & Co.	50 00		
				T. Schwartz & Co.	129 92		
							179 92
	"	" "		R. Hazlehurst, ass't tr.	1,452 46		
	"	" "		T. A. Devine	12 80		
	"	" "		E. Richardson	75 20		
	"	" "		R. Hazlehurst, ass't tr.	218		
	"	" "		Richardson & May	140 80		
							1,900 26
	17.	" "		Hill, Fontaine & Co.	297 24		
				Porter & Macrae	277 54		
							674 78
	18.	" "		Geo. L. Hunper (Detroit)			112 24
	"	" proc.	1	b. c.			40 92
	20.	" "	5	"			208 24
	23.	" cash d'ft on		Geo. Arnold & Co.	45 00		
				McCutchen & Co.	58 65		
							103 65
	"	" "		T. H. Allen & Co.			224 35
	26.	" "		Fader, Frank & Co.			40
	"	" "		B. J. Clay, Richmond, Ky.			533 16
	30.	" proc.	5	b. c.			207 12

1885.
Jan'y 1. " cash received p'r Kate Adams 1,400 00

Am't carried forward 22,164 07

44

1885. Am't bro't forward 22,154 07
Jan'y 1. By cash draft on U. S. Nat. Bank, N. Y. ... 367 55
" do. ... 149 00
516 55
5. " " F. M. White 10
" " " G. D. May, N. O. 67 76
" " proc. 3 b. c. 130 38
12. " cash d'ft on F. M. White 7 50
" Whitney & Co., N. Y. 108 40
" J. B. Lallande, N. O. 200 00
315 90
19. " proc. 4 b. c. 183 26
" " cash draft on Britton & Mayor, N. O. ... 40 40
" Blakemore & Co. 81 37
121 77
" " " F. M. White, Jr. 99 02
22. " " Shattuch & Hoffman 50
" " " Gordon Bros. & Co. 8 40
" " " T. J. Hardie & Co. 247 80
" " B. J. Clay, Richmond, Ky. 44 25
292 05
26. " " Blakemore & Co. 4 80
" Geo. Arnold & Co. 60 00
" J. W. Lyman & Co. 92 50
157 30
29. " " Manhattan Bank 108 22
" Wilkerson & Co. 8 00
116 22
Feb'y 3. " " Manhattan Bank 500
5. " " W. A. Pollock & Co. 85 57
9. " " T. R. McGuire, d'ft on J. H. Stafford & Co. 30
" " cash d'ft on E. Richardson & Co. ... 45 95
" do. ... 52 20
98 15
" " " Fader, Frank & Co. 125
11. " " Richardson & May 30 45
12. " " W. A. Pollock & Co. 16 25
16. " " Geo. Arnold & Co. 206 50
21. " " J. W. Lyman & Co. 67 03
24. " " Bank of Greenville 45 85
27. " proc. 2 b. c. 88 19
M'ch 12. " cash received per Kate Adams 140
13. " proc. 1 b. c. 47 32
45
M'ch 21. By proc. 5 b. c. 125 45
" " " 37 " 1,586 50

Am't carried forward 27,514 94

1885. Am't bro't forward 27,514 94
M'ch 23. By proc. 185 b. c. 8,252 94
24. " " 6 " 263 68
25. " cash draft on Frank & Co. 95
" " " " 60 83
" " proc. 4 b. c. 167 94
26. " " 3 " 131 59
30. " " 1 " 45 24
Apr. 4. " " 1 " 47 78
6. " " 9 " 369 42
2. " " 7 " 322 82

1885.								
Apr.	7.	By your note, dated Apr. 9, '85, due July 1, '85, on				%	2,000	
	8.	"	proc.	2	b. c.		85 35	
	10.	"	"	6	"		253 31	
	21.	"	"	1	"		40 89	
	28.	"	"	1	"		41	
May	5.	"	"	1	"		37 06	
	6.	"	"	2	"		83 15	
	14.	"	"	1	"		10 61	
	16.	"	"	13	"		523 88	
Dec.	16.	"	"	19	"		889 15	
1886.								
Jan'y	12.	"	"	1	"		31 52	
		Total amount credit						41,267 60
		Total am't debits					48,886 58	
		" credits					41,267 60	
		Balance due B., N. & Co.					$7,618 98	

E. & O. E.

46 STATE OF TENNESSEE, *Shelby County.*

Personally appeared before me, Hunsden Cary, a commissioner of the State of Mississippi, duly appointed by the Governor thereof for the State of Tennessee, to reside in the city of Memphis and take the acknowledgments and proofs of the execution of deeds or other conveyances or leases and of any contracts, letters of attorney, or other writing under seal or not, administer oaths and take and certify depositions, etc., to be used or recorded in said State of Mississippi, H. M. Neely, who, being duly sworn, deposeth and saith that he is a member of the firm of Brooks, Neely & Co., and that the above annexed account for seventy-six hundred & eighteen $\frac{98}{100}$ dollars against Geo. Y. Scott is just, correct, and true as stated, and is due from the party against whom it is charged, and that no part of the same has been paid nor any security or other satisfaction given except such as is credited thereon.

H. M. NEELY.

Sworn to and subscribed before me this 8 day of April, A. D. 1886.

HUNSDEN CARY,
Commissioner.

[L. S.]

BROOKS, NEELY & CO.
vs.
GEO. Y. & LOTTIE M. SCOTT.

Upon application of plaintiff & by consent of defendants, by their attorney, it is ordered that the account filed in this case be amended by adding thereto the name of Lottie M. Scott after the name of Geo. Y. Scott, and that this case be set for trial on the 17th day of January, 1887.

(Ex. G. to O. B. endorsed:) Filed Apr. 19, 1886. G. R. Hill, clerk.

47 EXHIBIT "H."

$2,000.00. ROSEDALE, MISS., *Ap'l 9th*, 1885.

On July 1st, after date, I promise to pay to the order of Brooks, Neely & Co. two thousand dollars at their office in Memphis, Tenn., value received, with 8 per cent. interest from date.

(Signed) GEO. Y. SCOTT.

Filed April 19, 1886.

G. R. HILL, *Clerk*.

48 And afterwards, to wit, on the 1st June, 1886, a demurrer was filed in said cause, which is in the words following, to wit:

Demurrer.

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, at the June Term, 1886.

BROOKS, NEELY & CO.
vs.
GEORGE Y. and LOTTIE M. SCOTT.

The partial demurrer of Geo. Y. Scott to the bill of complaint herein exhibited against him and Lottie M. Scott by Brooks, Neely & Co.

This defendant, by protestation, &c., doth demur to the following parts of said bill, to wit: That part thereof which sets forth the conveyance of 6th Feb'y, 1876, by Meyer, Weiss & Co., and assails the same; that part thereof which sets forth the conveyance of 11th Feb'y, 1878, by Fred. Clarke, executor, and assails the same; that part thereof which sets forth the conveyance of Jan'y 1st, 1880, by Charles Scott, and assails the same; that part thereof which sets forth the conveyance of 2d Jan'y, 1880, by Charles Scott, and assails the same; that part thereof which sets forth the conveyance of 21st Feb'y, 1880, by W. B. Campbell, and assails the same; that part thereof which sets forth the ownership by this defendant of the personal property described in said bill, and prays to have the same subjected to the debts set forth in said bill; and for cause of demurrer showeth that the plaintiffs have not in and by their said bill made or stated such a case as entitles them in a court of
49 equity to any relief against this defendant as to the matters contained in said parts of said bill or as to any such matters.

And, further, this defendant, by protestation, &c., doth demur to the following parts of said bill, to wit: That part thereof which sets forth the alleged conveyance by Frank & Reinach of Dec., 1881, to this defendant, and prays to subject the land thereby conveyed to the debts alleged in said bill, and, for cause of demurrer, showeth

that the plaintiffs have not, in and by their said bill, made or stated such a case as entitles them in a court of equity to any relief against this defendant as to the matters contained in said parts of said bill or as to any of such matters.

Wherefore, and for divers other good causes of demurrer appearing in the said bill, the defendant doth demur thereto, as stated, and humbly demands the judgment of the court whether he shall be compelled to make any further or other answer to the parts of said bill above described, and prays to be hence dismissed as to such parts thereof, with his costs, &c.

EDWARD MAYES,
Sol'r for Def't.

I hereby certify that in my opinion the above demurrer is well founded in point of law.

EDWARD MAYES, *Sol'r.*

STATE OF MISSISSIPPI, }
County of Bolivar. }

Personally appeared before me, T. R. McGuire, clerk of the chancery court in and for the county & State aforesaid, and *ex officio* a notary public in and for said State, George Y. Scott, who, being by me duly sworn, on oath says that the foregoing demurrer is not interposed for delay.

GEO. Y. SCOTT.

Sworn to and subscribed before me this the 25th day of May, 1886.

T. R. McGUIRE, *Clerk,*
By G. B. LANCASTER, *D. C.*

Filed June 1, 1886.

G. R. HILL, *Cl'k.*

And on the same day another demurrer was filed, which is as follows:

Demurrer.

UNITED STATES OF AMERICA, }
Northern District of Mississippi, Western Division. }

In the District Court of the United States, at the June Term, 1886.

BROOKS, NEELY & Co. }
v.
GEORGE Y. and LOTTIE M. SCOTT. }

The demurrer of Lottie M. Scott to the bill of complaint herein exhibited against her and George Y. Scott by Brooks, Neely & Co.

This defendant, by protestation, &c., doth demur to the whole bill and for cause of demurrer showeth that it appears by the said bill that the same is exhibited against the defendant and another person therein named as defendant thereto for distinct matters & causes, in

several whereof, as appears by the said bill, this defendant is not in any manner interested or concerned, and that the said bill is altogether multifarious.

This defendant also, by protestation, &c., doth demur to the
51 following parts of said bill, to wit, that part thereof which sets forth the conveyance of Feb'y 6th, 1886, by Meyer, Weiss & Co., and assails the same; that part thereof which sets forth the conveyance of Feb. 11th, 1878, by Fred. Clarke, executor, and assails the same; that part thereof which sets forth the conveyance of Jan'y 1st, 1880, by Charles Scott, and assails the same; that part thereof which sets forth the conveyance of 2nd Jan'y, 1880, by Charles Scott, and assails the same; that part thereof which sets forth the conveyance of 21st Feb'y, 1880, by W. B. Campbell, and assails the same, and for cause of demurrer showeth that the plaintiffs have not in and by their said bill made or stated such case as entitles them in a court of equity to any relief against this defendant as to the matters contained in said parts of said bill or as to any of such matters. Wherefore and for divers other good causes of demurrer appearing in the said bill the defendant doth demur thereto as stated and humbly demands the judgment of this court whether she shall be compelled to make any other or further answer to said bill or such parts of said bill as are above set forth, and prays to be hence discharged, &c., &c.

EDWARD MAYES,
Sol'r for Def't.

I hereby certify that in my opinion the above demurrer is well founded in point of law.

EDWARD MAYES, *Sol'r.*

STATE OF MISSISSIPPI, }
County of Bolivar. }

Personally appeared before me, T. R. McGuire, clerk of the chancery court in & for the county & State aforesaid, and *ex officio* a notary public for said State, Mrs. Lottie M. Scott, who, being by
52 me duly sworn, on oath says that the above demurrer is not interposed for delay.

LOTTIE M. SCOTT.

Sworn to & subscribed before me this the 25th day of May, 1886.
T. R. McGUIRE, *Clerk,*
By G. B. LANCASTER, *D. C.*

Filed June 1, 1886.

G. R. HILL, *Cl'k.*

And afterwards, to wit, on the 15th day of June, 1886, the same being a day of the June term of said court, A. D. 1887, the following order was made, to wit:

Order.

BROOKS, NEELY & Co.
vs.
GEO. Y. SCOTT *et als.* } 323.

This day came on to be heard the above-entitled cause, and the complainants confessed the demurrer herein filed and asked leave to amend the original bill, which is granted; and the defendants agreed that the amendments should be made by interlineation in the O. bill, such interlineation to be made in colored ink.

Ordered this 15 June, 1886.

And afterwards, to wit, on the 30th Nov., 1886, the separate answer of G. Y. Scott was filed in said cause, which is in the words & figures following, to wit:

Answer.

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, to the Dec. Term, 1886.

53

BROOKS, NEELY & Co.
v.
GEORGE Y. SCOTT *et ux.* } 323.

To the Hon. Robert A. Hill, judge of the court aforesaid, sitting in equity, at Oxford:

The separate answer of George Y. Scott to the bill of complaint herein exhibited against him and his wife, saving & reserving all and all manner of objections to said bill, &c., &c., answering, says:

Respondent admits that he was married to his wife, Lottie M. Scott, in the county of Bolivar in the month of November, 1873; that at the time of their marriage neither respondent nor his wife owned any real estate and but little personal property; that respondent was at the time a practicing lawyer in that county, in partnership with his brother, Charles Scott, and was doing a large and lucrative practice, and was also largely successful in other branches of business more or less connected with his profession, and that such practice and successful business continued and increased until the dis-olution of said partnership, in January, 1880; that prior to the dissolution of the same the said firm began to purchase some lands in said county, respondent in all cases having the titles thereto made to the extent of one undivided one-half interest to said Lottie M., his wife; but respondent denies that said lands were paid for, so far as the interests conveyed to said Lottie M. were concerned, wholly from the means of respondent. Respondent admits that the first property so purchased was a plantation with mules and other personalty on it, bought on the 18th day of December, 1876, not, as is alleged in said bill, the 18th day of February, 1876, from

Meyer, Weiss & Co., of New Orleans, La., and which is fully
54 described in Exhibit A to the bill herein. Said property was paid for by a cash payment of three thousand dollars paid by respondent and his brother Charles from the profits of their business, and two notes for $3,000.00 each, due 1st Jan'y, 1878, and 1st Jan'y, 1879, were executed for the deferred payments, all as is alleged in said bill; but respondent denies that his part of the payment of said two notes was made entirely from his own means, as said bill alleges, but says that such payment was largely made, if not wholly, from the rents and profits of the property itself, then being the property of said Lottie M., and from other moneys of said Lottie M. hereinafter more particularly described. Respondent further admits that afterwards, on the 11th of May, 1878 (not the 11th January, 1878), respondent and his brother Charles purchased from Fred. Clarke, executor of Charles Clarke, deceased, the lands mentioned in the bill and described in Exhibit B thereto; that said lands were paid for by the payment of said respondent and his brother of two thousand dollars on the 1st January, 1879, and seventeen hundred & fifty dollars on the 1st Jan'y, 1880, and that the title to one-half undivided interest therein was made to respondent's wife by respondent's direction; but respondent denies that such payments, even so far as the one-half thereof, were made by him out of his own means, and says that they were largely made from the rents and profits of the property itself, then being the property of said Lottie M., and from other moneys of the said Lottie M. hereinafter more particularly described.

Respondent further admits that prior to said dissolution—
55 that is to say, prior to the 1st Jan'y, 1880—respondent and his brother purchased two other places in said county in the same manner. One of them was the Sellers Place mentioned in said bill, and the other was a place called the "Triumph Place," not specifically mentioned in said bill, but alluded to, as your respondent understands, by the general term "other lands," used therein. As in the other cases, these lands were bought partly for cash and partly on a credit, and the notes given for the deferred payments, so far as respondent's half of said liability was concerned, were paid largely, if not wholly, by the rents and profits of said lands, they then being the property to the extent of an undivided one-half interest of said Lottie M., and by other means of hers hereinafter more particularly described; and respondent denies that the one-half interest in said two last-named places or of either of them conveyed to his wife was wholly paid for by him out of his own means. Respondent further admits that on the 1st day of January, 1880, a partition of said lands was made between his wife and Mrs. Malvina Y. Scott, who owned the other undivided interest therein, whereby his wife conveyed to the said Malvina her interest in the said Sellers and Triumph Place, and received a conveyance from said Malvina for her interest in the two first-described places, thus vesting in the wife of respondent the title to said last-named two places in severalty, and respondent admits that the additional consideration of two thousand dollars was paid on said day on account of said partition

to said Malvina; but he denies that the same was paid by him wholly from his own means, as the said bill avers, but says that the same was largely paid by rents and profits of the lands owned by his said wife as aforesaid and by other means of hers hereinafter more
56 fully described.

Respondent further admits that on the 2d day of January, 1880, the said Malvina Y. Scott conveyed the said Sellers Place to the said Lollie M., as is alleged in said bill, for the consideration of fifteen hundred dollars cash and the note of respondent and said Lottie M. for one thousand dollars, due 1st Jan'y, 1881; but respondent denies that he made said payments out of his own means, and says that they were made out of the rents and profits of the Place itself and of the other places owned by said Lottie M. and by other means of hers hereinafter more fully described; that very little of his own money went into this purchase.

Respondent further admits that on the 21 Feb'y, 1880, W. B. Campbell & his wife conveyed to said Lottie M. the lands described in Exhibit D to the said bill, and that there was paid therefor the sum of eight hundred dollars cash, and that said Lottie M. executed therefor also her two notes, each for nine hundred and twenty-five dollars, and due 15th Feb., 1881, and 15th Feb., 1882, respectively. He denies that said sum and notes were paid by him out of his own means, but says that they were paid almost wholly by the rents and profits of the place itself and of the other lands, the property of said Lottie M., and by other means of his hereinafter more fully described. In fact, very little of respondent's money went into this purchase. Respondent admits that the tracts of land in said bill and herein mentioned as the Meyer, Weiss & Co. purchase and the Clark purchase and the Campbell purchase originally constituted one plantation known as the Lee Place, which "Lee Place" had come to be the property of Meyer, Weiss & Co.,
57 who had divided it into three places and sold it so divided to the vendors of said Lottie M., and that said lands thus re-united under one ownership and the Sellers Place (which his adjacent thereto), brought under the same ownership, now constitute one plantation; but respondent denies that it is his plantation and says it is the plantation of said Lottie M. Respondent admits that in a certain sense he has been in possession of said lands since their purchase, but that is necessarily the case from the fact that he is the husband of the owner of them, and that he and his wife live together harmoniously as man & wife should do. In so far as it is meant to aver in said bill that respondent is in possession of said lands in any other or different way than is customary or proper where a married man looks after his wife's property for her, he denies the same.

Respondent denies at the time of these purchases he was largely indebted, and states that, except as to the debts incurred in the very purchases themselves, he owned very little, if anything; that, except as to those debts, he was easily solvent outside of the lands in question; and he denies emphatically that the conveyances were made to his wife with the intent to hinder, delay, or defraud their exist-

ing creditors; and, even if it were so, as is untruly alleged in said bill, he says it is wholly immaterial in this cause, and prays that this answer may be taken as a demurrer to the bill on that point. Respondent also denies that said conveyances were so taken with intent to hinder, delay, or defraud these complainants. These complainants had then no debt whatever against respondent great or small, nor, as their own bill shows, did they have any prior to the
29th day of March, 1883, that being the date of the first item
58 on complainant's account herein filed. The purchases of which complainant complains were made on the 18th of Dec., 1876, the 11th May, 1878, the 1st Jan'y, 1880, the 2d Jan'y, 1880, and the 21st Feb'y, 1880; and the respective deeds were filed for record in the office of the chancery clerk of Bolivar county on the 27 Dec., 1876, the 20th May, 1878, the 7th May, 1880, the 7th May, 1880, and the 7th May, 1880; whereby they became conclusive notice to the world of the status of said titles, and were filed by the vendefor that purpose. Respondent further admits that in the latter part of the year 1881 he purchased from Frank & Reinach the lands described in the bill, paying therefor the sum of four thousand dollars in cash and executing his three several notes for four thousand dollars each, due in one, two, & three years, with 8 per cent. interest, all as charged in said bill; also that he has paid the first of said notes and all interest up to the 1st of January, 1886; that he still owes about eight thousand dollars on the land, and that Frank and Reenach have a lien on the same to secure the payment of said sum, and that the same is worth the price agreed to be paid therefor: the deed thereto was made to respondent, and that the same has not been recorded or filed for record. Respondent denies that he failed & refused to record said deed with intent to hinder, delay, or defraud his creditors. Respondent had a perfect right to withhold his deed from record if he chose so to do, and no law requires him to record his deeds if he chose to take the risk of the land being subject to the debts of Frank & Reinach or sold by them to *bona fide* purchasers, and on this point and as to all other averments of the bill as to said purchase your respondent prays
59 that this answer be taken & considered as a demurrer to said bill. The fact is, however, that respondent did not intentionally withhold said deed from record. Indeed, immediately after the purchase of said land he entered on the same under said deed, taking possession thereof, and thereby gave notice to the world of his title by an act equivalent to registration of his deed. Respondent says further that he denies that the money paid Frank & Reinach by him for said lands were his own moneys. On the contrary, he says that the moneys so paid were the moneys of his wife, being the rents & profits of her place hereinbefore described and other means hereinbefore described, and that she therefore is entitled in equity & conscience to the place because her money paid for it so far as it is paid for, and she has a resulting trust in the same, as your respondent is advised; or if not a resulting trust technically, then an equitable charge; and your respondent denies that the filing of the bill in this cause gives to the complainants any lien

whatever on said lands. Respondent does not remember saying that his wife owned this place, but demands proof of it, if material, which he says is not the case. If he did say so, he said nothing strange or substantially incorrect under the circumstances as set forth above.

Respondent denies that on the 11th of Jan'y, 1886, or at any time, he purchased the Miller Place, described in said bill and in Exhibit E thereto. He admits that on that day his wife, Lottie M., did purchase said place on the terms set forth in said deed and executed her notes therefor as set forth in the bill. He admits that $750.00 of cash was paid on account of said purchase, and that a por-
60 tion of the sum assumed to be paid to Frank & Reinach on account of their mortgage has been paid; but he denies that these sums were paid by him out of the means of respondent, but says they were paid out of the moneys of the purchaser, Lottie M. Scott.

Respondent also denies that he purchased the Leach Place described in said bill. He admits that the same was bought by his wife, Lottie M., and says that the money paid therefor was hers.

Respondent says further that while it is true, as admitted in the earlier portion of this answer, that when he married the said Lottie M. she had little or no property, yet it is also true that since *there* marriage she has at various times received large gifts of money & property from her father, and those means were used in the purchase aforesaid.

Respondent admits that in December, 1885, he purchased a house & lot in the town of Rosedale, for which he paid the price of one thousand dollars. Complainants seem to think the price an extravagant one, but respondent, remembering the fact that it is about one twenty-fourth part of the value of the cotton crop which complainants aver he made in that same year, hopes the court may differ with them. In fact, respondent bought the place for a residence, and it is such now, and was such at the time this bill was filed, and was exempt by law even if respondent were as insolvent as complainants pretend; all of which facts they well knew, but failed to state in their bill. Respondent has improved the premises somewhat, as he had a right to do, but not to any excessive extent; and respondent prays that this answer be taken as a demurrer to all that portion of said bill which has reference to this property.

61 Respondent denies that any of the moneys paid out by him, either of his own or of his wife's, were paid out in fraud of complainants; denies that the sales mentioned in the bill were made to him except as hereinbefore stated; denies that said purchases or any of them were part of or were fraudulent devices to hinder & delay his creditors in the collection of their debts; denies that what the bill calls his "concealment" of the Frank & Reinach deed was part of any such device or scheme; denies that he ever schemed to accumulate a large property in the name of his wife to delay and defraud complainants or any one else, and denies that he is insolvent or that he has been so. As to that averment in the

bill wherein it is alleged that because respondent was indebted to complainants he had no right to buy property, either in his own name or that of his wife, respondent says that from the reading of complainants' bill it would appear that respondents had no rights whatever.

Respondent admits that he commenced doing business with the complainants in the year 1883 and continued to do business with them until April, 1885; but in so far as said bill impliedly alleges that in April, 1885, he ceased to do business with complainants he denies the same. In fact, he continued to do business with complainants until July, 1885. Whether his business with complainants was satisfactory or not, of course complainants know best. Certainly it ought to have been so, since in the period of about two and a quarter years he paid complainants about thirty-eight thousand dollars. Complainants doubtless knew, as they aver, that respondent was in possession of a large and valuable plantation,
62 but respondent denies that they knew or could have known that he was in the possession of it in any other way than as the husband of the true owner, Mrs. Lottie M. Scott, whose title was of record and had been of record for years.

Respondent denies that he drew the draft in favor of E. M. Yerger in April, 1885; he did draw the same on the 23 of February, 1885, and complainants, without any warning or notice to respondent and without any reason good to terminate thus abruptly a satisfactory business relation of about two years' standing, refused to pay the same. Respondent says that when said draft was drawn it is not true that respondent's account was at a debit against him of $7,618.98, as said bill avers; he says the fact is that there was against him a nominal debit of $11,509.51, but that the debit was only a nominal one, because he says that at that very time complainants had in their hands cotton which they subsequently sold for — sum of $12,624.12. Respondent says that said pretended sum of $7,618.98, so untruly alleged to have been due when said draft was drawn and so untruly alleged to be the reason why said draft was dishonored, is nothing but the balance, to the very cent, claimed by these complainants to be due on April 5th, 1886, after the filing of this bill and after the said transaction and after thousands of dollars of additional debts and other thousands of additional credits on said account, and includes nearly fifteen hundred dollars of interest charged to respondent *in solido* on said last-named day.

Respondent further denies the statement contained in said bill that he did not ship complainants any of the crop of 1885.
63 He says that he did ship them twenty bales of said crop, which they sold for over twelve hundred dollars each. He denies that his crop amounted to six hundred bales or thereabouts, and he denies that he used any of the proceeds of his crop in any unlawful manner.

Respondent denies that at the time this bill was filed he owed complainants $7,618.98 on open account, exclusive of interest; and he denies that the account filed as an exhibit to said bill is a correct statement of his account. Respondent denies that the lands called

in said bill the Lee Place and the Sellers Place are liable to his debts.

Respondent admits that the personalty mentioned in said bill is his, and denies that either he or his wife ever claimed that it was his; he denies that it is of little value, but says it is of great value. He admits that he gave a mortgage to Richardson & May for the advances and supplies necessary for the finishing of his crop of 1885, and the same is on some of said stock and part of his crop; and the said mortgage is the direct result and consequence of the act of complainants in breaking up their previous "satisfactory" business.

Respondent denies that he has schemed in any way to hinder, delay, or defraud his creditors, or that his creditors have been hindered, delayed, or defrauded by him. He denies that the complainants have any lien from the filing of their bill or otherwise on any of the property mentioned in said bill, and says that the filing of the same is premature, precipitate, and wholly unnecessary.

And now, having fully answered, he prays to be hence dismissed with his reasonable costs in this behalf expended; and he will ever pray.

EDWARD MAYES, *Sol'r.*

Filed Nov. 30, 1886.

G. R. HILL, *Cl'k.*

64 And afterwards, to wit, on the 14th day of December, 1886, the separate answer of Lottie M. Scott was filed in said cause, which is in the words and figures following, to wit:

Answer.

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, to the December Term, 1886.

BROOKS, NEELY & CO.
vs.
GEORGE Y. SCOTT *et ux.* } No. 323.

To the Honorable Robert A. Hill, judge of the court aforesaid, sitting in equity at Oxford:

The separate answer of Lottie M. Scott to the bill of complaint herein exhibited against her and her husband, saving & reserving all and all manner of objections to said bill, &c., &c., answering, says:

Respondent admits that she was married to her husband, George Y. Scott, in the county of Bolivar, in the month of November, 1873; that at the time of their marriage neither respondent nor her husband owned any real estate and but little personal property; that respondent's husband was at the time a practicing lawyer in that county, in partnership with his brother, Charles Scott, and was

doing a large & lucrative practice, and was also largely successful in other branches of business more or less connected with his profession, and that such practice & successful business connection *and* increased until the dissolution of said partnership in January, 1880; that prior to the dissolution of the same the said firm began to purchase some land in said county, respondent's husband in all
65 cases having the titles thereto made to the extent of an undivided one-half interest to the said Lottie M., your respondent; but respondent denies that said lands were paid for, so far as the interest conveyed to her were concerned, wholly from the means of her said husband.

Respondent admits that the first property so purchased was a plantation, with mules and other personalty on it, bought on the 18th day of December, 1876 (not, as is alleged in said bill, on the 18th day of February, 1876), from Meyer, Weiss & Co., of New Orleans, La., which is fully described in Exhibit A to the bill herein. Said property was paid for by a cash payment of three thousand dollars, paid by respondent's husband and his brother Charles from the profits of their business, and two notes for $3,000.00 each, due 1st January, 1878, and 1st January, 1879, were executed for the deferred payment, all as is alleged in said bill; but respondent denies that the part of said two notes subsequently paid by respondent's husband was paid by him entirely from his own means, as said bill alleges, but says, on the contrary, that such payments were made principally, if not wholly, from the rents & profits of the property itself, then being the property of respondent, and with other moneys of respondent's hereinafter more particularly described.

Respondent further admits that afterwards, on the 11th day of May, 1878 (not the 11th January, 1878), respondent's husband and his brother Charles purchased from Fred. Clarke, executor of Charles Clark, deceased, the lands mentioned in the bill and described in Exhibit B thereto; that said lands were paid for by the pay-
66 ment by respondent's husband and his brother of two thousand dollars on the 1st Jan'y, 1879, and seventeen hundred & fifty dollars on the 1st Jan'y, 1880, and that the title to one-half undivided interest therein was made to respondent by the direction of her husband; but respondent denies that the said payments, even so far as the one-half thereof, were made by her husband out of his own means, and says that they were largely, if not wholly, made from the rents & profits of the property itself, then being the property of respondent, and with other moneys of respondent hereinafter more particularly described.

Respondents further admit that prior to said dissolution—that is to say, prior to the 1st Jan'y, 1880—respondent's husband and his brother purchased two other places in said county in the same manner. One of them was the Sellers Place, mentioned in said bill, and the other was a place called the "Triumph Place," not specifically mentioned in said bill, but alluded to, as your respondent understands, by the general term "other lands" used therein. As in the other cases these lands were bought partly for cash and partly on a credit, and the notes given for the deferred payments, so far as

the half of respondent's husband was concerned, were paid by the rents & profits of the said lands, they being then the property, to the extent of an undivided one-half interest, of your respondent, and by other moneys of respondent hereinafter more particularly described.

Respondent further admits that on the 1st day of January, 1880, a partition of said lands was made between respondent and Mrs. Malvina Y. Scott, who owned the other undivided interest therein, whereby respondent conveyed to the said Malvina respond-
67 ent's interest in the said Sellers & Triumph Places, and received a conveyance from said Malvina of her interest in the two first described places, thus vesting in respondent the title to said two places in severalty; and respondent admits that the additional consideration of two thousand dollars was paid on said day on account of said partition to said Malvina, but she denies that the same was paid by her husband wholly or principally from his own means, as this bill untruly avers, but, on the contrary, says that the same was paid largely, if not wholly, by rents and profits of lands owned by respondents as aforesaid and by other moneys of respondent hereinafter more fully described.

Respondent further admits that on the 2d day of January, 1880, the said Malvina Y. Scott conveyed the said Sellers Place to respondent, as is alleged in said bill, for the consideration of fifteen hundred dollars cash and the note of respondent and her husband for one thousand dollars due 1st Jan'y, 1881; but respondent denies that her husband made said payments out of his own means. Very little of his money, if any, went into this purchase. Said payments were made principally, if not wholly, out of the rents & profits of the place itself and of the other lands owned by respondent and of other moneys of respondent hereinafter more particularly described.

Respondents further admits that on the 21st Feb'y, 1880, W. B. Campbell & his wife conveyed to respondents the lands described in Exhibit D to the said bill, and that there was paid therefor the sum of eight hundred dollars cash, and that respondent executed
68 therefor also her two notes, each for nine hundred and twenty-five dollars, and due 15th Feb'y, 1881, and 15th Feb'y, 1882, respectively. She denies that said sum & notes were paid by her husband out of his own means, but says, on the contrary, that they were paid principally, if not wholly, by the rents & profits of the place itself and of other lands owned by respondent and by other moneys of respondent hereinafter more fully described. In fact, very little, if any, of the money of respondent's husband went into this purchase.

Respondent admits that the tracts of land in said bill and herein mentioned as the Meyer, Weiss & Co. purchase and the Clark purchase and the Campbell purchase originally constituted one plantation known as the "Lee Place," which "Lee Place" had come to be the property of Meyer, Weiss & Co., who had divided it into three places and sold it so divided to the vendors of respondent, and that said lands thus reunited under one ownership and the Sellers Place (which lies adjacent thereto), brought under one ownership, c n-

stituted one plantation; but respondent denies that it is the plantation of her husband, and says that it is the plantation of respondent.

Respondent admits that in a certain sense her husband has been in possession of said lands since their purchase, but that is necessarily the case from the fact that he is the husband of respondent, the owner thereof, and that he and respondent live harmoniously together, as man and wife should do. In so far as it is meant to aver in said bill that he is in possession of said land in any other or different way than is customary & proper where a married man
69 looks after his wife's property for her respondent denies the same.

Respondent denies that at the time of the purchases aforesaid her husband was largely indebted, and states that except as to the debts incurred in the very purchases themselves he owed little, of anything; that except as to these debts he was easily solvent outside of the lands in question, and she denies emphatically that the conveyances were made to her with the intent to hinder, delay, or defraud their existing creditors, and even if it were so, as is untruly alleged in said bill, she says it is wholly immaterial in this cause, and prays that this answer may be taken as a demurrer to the bill on that point. Respondent also denies that said conveyances were so made with intent to hinder, delay, or defraud these complainants. These complainants had then no debt whatever, great or small, against respondent's husband, nor, as their own bill shows, did they have any prior to the 29th day of March, 1883, that being the date of the first item in complainants' account herein filed. The purchases of which complainants complain were made on the 18th of December, 1876, the 11th of May, 1878, the 1st of Jan'y, 1880, the 2nd of Jan'y, 1880, and the 21st Feb'y, 1880, and the respective deeds were filed for record in the office of the chancery clerk of Bolivar county on the 27th Dec., 1876, the 20th May, 1878, the 7th May, 1880, the 7 May, 1880, and the 7 May, 1880, whereby they became conclusive notice to the world of the status of said titles, and were filed by respondent for that purpose.

Respondent further admits that in the latter part of the
70 year 1881 her husband purchased from Frank & Reinach the lands described in the bill, paying therefor the sum of four thousand dollars in cash, and executing his three several notes for four thousand dollars each, due in one, two, & three years, with 8 per cent. interest, all as charged in said bill; also that he has paid the first of said notes and all interest up to the 1st of Jan'y, 1886; that he still owes about eight thousand dollars on this land, and that Frank & Reinach have a lien on the same to secure the payment of said sum, and that the same is worth the price agreed to be paid therefor; that the deed thereto was made to respondent's husband, and that the same has not been recorded or filed for record. Respondent denies that her husband failed & refused to record said deed with intent to hinder, delay, & defaud his creditors. He had a perfect right to withhold the deed from record if he chose so to do, and no law requires him to record his deed if he chose to take the risk of the land being subject to the debts of Fader, Frank

& Co. or sold by them to *bona fide* purchasers; and on this point and as to all other averments of said bill as to said purchase your respondent prays that this answer *to* be taken & considered as a demurrer to said bill. The fact is, however, that respondent's husband did not intentionally withhold said deed from record. Indeed, immediately after the purchase of said land he entered on the same under said deed, taking possession thereof, and thereby gave notice to the world of his title by an act equivalent to the registration of the deed. Respondent says further that she denies that the money paid Frank & Reinach by her husband for said lands *were*
71 his own money. On the contrary, she says that the moneys so paid were the moneys of respondent, being the rents & profits of her place hereinbefore described and other moneys hereinafter described, and that she therefore is entitled in equity & conscience to the place, because her money paid for it so far as it has been paid for, and she has a resulting trust in the same, as she is advised, or if not a resulting trust technically, then an equitable charge, and your respondent denies that the filing of the bill in this cause gives to complainants any lien whatever in said lands. Respondent does not know whether her husband ever said that she owned these lands. If he did so say your respondent presumes it was a recognition by him of her equitable rights in the premises, and she says it was nothing strange or remarkable that she should be so recognized by him. Respondent denies that on the 11th Jan'y, 1886, or at any other time her husband purchased the Miller Place described in said bill and in Exhibit E thereto. She admits that on that day she purchased said place on the terms set forth in said bill and executed her notes therefor, as stated. She admits that $750.00 of cash was paid on account of said purchase, and that a portion of the sum assumed to be paid to Frank & Reinach on account of their mortgage has been paid, but she denies that those sums were paid out of the means of her husband, but says that, on the contrary, they were paid out of the means of respondent.

Respondent also denies that her husband purchased the Leach Place described in said bill. She admits that the same was
72 bought by her, and says that it was paid for with her money.

Respondents admit- that in December, 1885, her husband bought a house & lot in Rosedale, for which he paid the price of $1,000.00. Respondent, so far as it is material for her to answer on this point at all, refers to & adopts the answer of her husband now on file herein. Respondent denies that any of the moneys paid out by her husband, either of his own or of respondent's, were paid out in fraud of complainants; denies that the sales mentioned in the bill were made to him except as hereinbefore stated; denies that said purchases or any of them were part of or were fraudulent devices to hinder, delay, or defraud his creditors in the collection of their debts; denies what said bill calls his "concealment" of the Frank & Reinack deed was part of any such device or scheme; denies that he ever schemed to accumulate a large property in the name of respondent to delay & defraud complainants or any one else, and denies that he is insolvent or that he has been so.

Respondent admits that her husband commenced doing business with the complainants in the year 1883 and continued to do business with them until April, 1885, but in so far as said bill impliedly alleges that in April, 1885, he ceased to do business with complainants, respondent denies the same and says that in fact he continued to do business with them until July, 1885. Whether his business with them was satisfactory or not, of course complainants know best; certainly it should have been so, since in a period of about two and a quarter years he paid complainants about $38,000.00; and of
73 said sum respondent avers considerably over $3,000.00 was the net proceeds of cotton which was the property of respondent's, raised on lands of respondent's, and she says that such cotton proceeds were largely more than enough to pay all of the account of complainants; so far as the same has any relation to the planting interests of respondent, more than enough by several thousands of dollars. The fact is that her husband's account with complainants was a general banking account. Many thousands of dollars thereof were not on account of any planting adventure, whether the same be respondent's or her husband's, but were on account of matters entirely disconnected therewith. For instance, there are two debts against him of $1,298.33 and of $2,720.16, making $4,000.00 for drafts drawn in favor of Hon. S. Gwin, auditor of public accounts in this State, and three others for smaller amounts (about $5,000.00 in all), which, as complainants must have known and did well know, were matters pertaining entirely to his business of sheriff of Bolivar county, and there are numerous other items of a similar character. Yet knowing these facts well, the complainants herein have not only filed this bill against your respondent, but they have also wrongfully and unjustly sued your respondent at the same time at law on said general balance of said account jointly with her husband.

Your respondent does not admit by the foregoing averments that she was liable or that her estate was liable for one dollar of the debits on said account. The fact is that complainants ex-
74 tended their credit to her husband personally, and she denies that they gave it to him on account of his "apparent ownership" of the land in question. Complainants are well known to be the shrewdest and most vigilant merchants in the great commercial city of Memphis, and their drummers and agents pervade not only this State but all the States round about Memphis, and they know too well the uses of the register of deeds and their own obligations in reference thereto to have any room for even a suspicion that they credited respondent's husband on any such basis as is stated in their bill.

Neither does respondent complain of her husband using her means to settle his business obligations. She loves her husband and is willing that he use her money; but she denies that because she is trustful as a wife and generous as she should be that thereby she forfeits her property and becomes personally liable for all his debts, or that she ought to be arraigned before the courts of the country on duplicated litigation and under charges which her own self-respect compels her to refute.

Further answering, respondent says that she knows nothing of the $2,000.00 draft in favor of E. M. Yerger or the note therefor or the promises about it. So far as it is necessary for her to answer in reference to that matter she refers to and adopts the answer of her husband, as also she does in respect to the amount of her husband's indebtedness to complainants.

Respondent admits that the personalty mentioned in said bill is her husband's, and denies that either he or she ever claimed that it was respondent's, save few of the mules may have been bought
75 with her money by her husband for her. She is not exactly informed in respect to that. The account of complainants would indicate such to be the case. She denies that the stock is of small value; but says it is of great value. She admits that a mortgage was given to Richardson & May for the advances and supplies necessary for the finishing of the crop of 1885, and the same was on some of said stock and a part of said crop, and the said mortgage was the direct result & consequence of the act of complainants in breaking up the satisfactory business.

Respondent says further that while it is true, as admitted in the earlier portion of this answer, that when she married she had little or no property, yet it is also true that since her marriage she has at various times received large gifts of money and property, and that such money and property (the latter being converted into money) were by her husband used in the purchases hereinbefore described, and said gifts were made her by her father.

Respondent denies that she or her husband has schemed in any way to hinder, delay, or defraud his creditors, or that his creditors have been hindered, delayed, or defrauded by him. She denies that the complainants have any lien from the filing of their bill or otherwise on any of the property mentioned therein, and says that the filing of said bill was premature, precipitate, and wholly unnecessary, and as to her most harsh and wrongful.

And now, having fully answered, she prays to be hence dismissed with her reasonable costs in this behalf expended; and she will ever pray.

EDWARD MAYES, *Sol'r.*

Filed Dec. 14, 1886.

G. R. HILL, *Cl'k.*

76 And afterwards, to wit, on the 14th day of December, A. D. 1886, replications were filed to the foregoing answers, which are in the words & figures following, to wit:

Replication.

In the United States District Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY & CO., Complainants,
vs.
G. Y. SCOTT *et al.*, Defendants.

To the Hon. R. A. Hill, judge of said court:

And now come the replicants in this cause, and replying to the separate answer of G. Y. Scott filed herein, not waiving their right to except to said answer for want of sufficiency or otherwise, but expressly reserving such right, replying, however, thereto say—

That each and every allegation of the bill filed herein is true, definite, and certain; that each and all of the denials of the answer are untrue, uncertain, and indefinite; that each and every affirmation alleged in said answer contained is insufficient and untrue; that respondents are ready to affirm & maintain each and all the allegations of the bill whenever & wherever the court may direct.

F. A. MONTGOMERY & W. V. SULLIVAN,
For Repliants.

Filed Dec. 14, 1886.

G. R. HILL, *Cl'k.*

Replication.

In the United States District Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY & CO., Complainants,
vs.
G. Y. SCOTT *et ux.*, Defendants.

77 To the Hon. R. A. Hill, judge of said court:

And now come the replicants in this cause, and replying to the separate answer of Lottie M. Scott filed herein, not waiving their right to except to said answer for want of sufficiency or otherwise, but expressly reserving such right, replying, however, thereto say:

That each and every allegation of the bill filed herein is true, definite, & certain; that each and all of the denials of the answer are untrue, indefinite, and uncertain; that each and every affirmative allegation in said answer contained is insufficient and untrue; that repliants are ready to affirm & maintain each and every and all the allegations of the bill whenever & wherever the court may direct.

F. A. MONTGOMERY & W. V. SULLIVAN,
For Repliants.

Filed Dec. 14, 1886.

G. R. HILL, *Cl'k.*

And afterwards, to wit, on the 15th Dec., 1886, a motion was made & filed in said cause for the appointment of a receiver, which is in the words & figures following, to wit:

In the United States District Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY & Co., Compl'ts,
vs.
G. Y. SCOTT *et ux.*, Def'ts.

The complainants in this cause move the court to appoint a receiver in this cause to take charge of, rent out, & protect & preserve the real estate and personal property involved in this cause & which is claimed by G. Y. Scott & L. M. Scott, all which is described in the bill in this cause.

78

F. A. MONTGOMERY & W. V. SULLIVAN, *Sol's.*

To the defendants in this cause or their att'ys of record, Edward Mayes:

Please take notice that on the 18th day of Jan'y, 1887, complainants will call up the above-stated motion for hearing.

F. A. MONTGOMERY & W. V. SULLIVAN,
For Motion.

To the U. S. marshal of the northern dist. of Mississippi:

You will serve the above notice on defendants or their counsel at once.

Dec. 14, '86.

MONTGOMERY & SULLIVAN, *Att'ys.*

Executed Dec. 15th, 1886, by handing Edward Mayes a true copy of this notice & motion.

J. M. LIDDELL, *U. S. M.*,
By A. G. SMITH, *Deputy.*

Mar. fees, $2.50.

Filed Dec. 15, 1886.

G. R. HILL, *Cl'k.*

And afterwards, to wit, on the 19th day of January, 1887, the same being a day of the December term of said court, A. D. 1886, an order was made in said cause, which is as follows:

Order.

BROOKS, NEELY & Co.
v. } 323.
LOTTIE M. & G. Y. SCOTT.

It is ordered by the court that this cause be, & the same is hereby, continued until the next term of this court.

And afterwards, to wit, on the 13th July, 1887, the following motion for & order extending the time to take proof was made in said cause, to wit:

79 In the United States District Court, Western Division of Northern Dist. of Mississippi.

BROOKS, NEELY & Co., Compl'ts,
vs.
G. Y. SCOTT *et ux.*, Def'ts. } No. 323.

To the Hon. R. A. Hill, judge:

In this cause the complainants ask leave to take and file depositions up to the 1st Monday in August, 1887—

1st. Because only part of the most important proof is yet in.

2d. Because none of defendants' proof is yet filed so complainants could rebut same.

3d. Because it has always been customary i- the practice at this bar to take proof up to the hearing.

4th. Because the case, by consent, will not be called until in August, & no one will be prejudiced by granting the leave asked.

5. Because the counsel of compl'ts who was in charge of this branch of the case was prevented for more than a month preceding the time of the expiration of the 90 days after issue joined from taking the compl'ts' proof by being detained from early in February, 1887, to 15th March, 1887, by the illness of a brother in the State of Colorado, the 90 days expiring before his return home.

July 11, '87.

W. V. SULLIVAN,
Of Counsel for Compl'ts.

In the above-stated cause, for sufficient reasons appearing to the court & judge, it is ordered that both the complainants & defendants in said cause do have leave to take & file any depositions they deem proper therein by the 1st Monday in August, 1887.

Ordered 12th July, 1887.

R. A. HILL, *Judge.*

Filed July 13, '87.

G. R. HILL, *Cl'k.*

80 And afterwards, to wit, on the 10th August, 1887, an agreement was filed in said cause, which is in the words & figures following, to wit:

Agreement.

BROOKS, NEELY & Co.
vs.
G. Y. SCOTT *et al.*

In this cause it is agreed that all depositions taken in this case now or that may be taken up to the hearing, being now fixed for the

22d August, be read on the hearing, subject to exceptions for irrelevancy and incompetency only.

MONTGOMERY & SULLIVAN,
Sol's for Compl'ts.

EDWARD MAYES, *Sol'r for Resp'ts.*

Mr. Mayes:

We find that your depositions are not yet in in the Scott case. Please hurry them up, as the time is getting short.

Aug. 10, '87.

MONTGOMERY & SULLIVAN.

Filed Aug. 10th, '87.

G. R. HILL, *Clerk.*

And afterwards, to wit, on the 22d Aug., 1887, an affidavit was taken & filed in said cause, which is in the words & figures following, to wit:

BROOKS, NEELY & Co.
vs.
G. Y. SCOTT *et ux.*

Before me, G. R. Hill, clerk of the United States district court for the western district of Mississippi, — F. A. Montgomery, of counsel for the complainants in this cause, who, being by me duly sworn, on oath says that G. Y. Scott, one of the defendants in this cause, is an interested party herein, and that the ends of justice require that he be examined orally in open court;
81 that the said Scott is in court, and his deposition has been taken herein and is on file.

F. A. MONTGOMERY.

Sworn to & subscribed before me the 22 day of August, 1887.

G. R. HILL, *Clerk.*

Filed Aug. 22, 1887.

G. R. HILL, *Cl'k.*

And afterwards, to wit, on the 31st Aug., 1887, the master filed his report in this cause, which is as follows:

Master's Report.

District Court of the United States, Western Division, Northern District of Mississippi. June Term, 1887.

BROOKS, NEELY & Co.
vs.
GEO. Y. SCOTT *et ux.*

The undersigned master, &c., to whom was referred the above-stated cause to state an account, exhibiting the amount now due to the complainants, respectfully reports as follows:

To am't of account	$5,618 98	
" interest from Jan'y 12, 1886, 1 y. 7 m. & 9d., 6 %	551 55	
		$6,170 53
To am't note of Apr. 9, 1885	$2,000 00	
" int. on note, 2 y. 4 m. 22 d.	377 32	
		2,377 32
Total am't due Aug. 31, 1887		$8,547 85

That he finds due to complainants this day, according to the above calculation, the sum of eight thousand five hundred & forty-seven dollars and 85 cents, $8,547.85.

Respectfully, G. R. HILL.

Aug. 31, 1887.

Filed Aug. 31, 1887.

G. R. HILL, *Clerk.*

82 And afterwards, to wit, on the 31st August, 1887, the same being a day of the June term of said court, A. D. 1887, a final decree was had in said cause, which is in the words and figures following, to wit:

BROOKS, NEELY & Co.
vs.
G. Y. SCOTT *et ux.*

This day came on this cause to be heard upon bill, answer, replication, exhibits, and proof.

The court having heard all the pleadings, proof, and the arguments of counsel *pro* and *con.*, and being fully advised in the premises, doth now consider and so order, adjudge, and decree, and that the bill be dismissed as to all the property described therein (and as to Mrs. L. M. Scott personally without prejudice to complainants), except the McDonald and Burch Places, the Leech Place, and the Miller and Peacock Place; that as to these four last-named places it is considered by the court that the same are subject to the debt of complainants, and that the complainants have a lien thereon for the payment of their debt from the date of the filing of their bill.

It is further considered that a reference be had to the master of this court, G. R. Hill, to state an account exhibiting the amount now due to the complainants, and said master having now reported that the sum of $8,547.85 is now due to the complainants, it is ordered by the court that the defendant, G. Y. Scott, do pay said sum within thirty days from this date, or in default thereof that S.

83 C. Lane, a commissioner of this court hereby appointed for that purpose and now here clothed with the title to said lands, do proceed to advertise said lands or a sufficiency thereof and sell the same to the highest bidder, for cash, at the court-house door at Oxford, Mississippi, as the law directs in such

cases, and report make of his proceedings herein to this court at the next term.

It is further ordered that the defendant, G. Y. Scott, do pay the costs in this behalf expended.

From the foregoing decree the said defendants now appear in court and pray an appeal to the Supreme Court, and the same is granted upon compliance on the part of the defendants with the law in that behalf provided, the bond therefor being fixed at $7,000 as to Mrs. Scott & $12,000.00 as to G. Y. Scott, & as to both, if jointly, $12,000; said appeal to act as a supercedeas.

Ordered, adjudged, & decreed this 31st day of August, 1887.

R. A. HILL, *Judge.*

And afterwards, to wit, on the 20th September, 1887, a petition was filed in said cause to correct said final decree, which is in the words and figures following, to wit:

Petition.

In the United States District Court for the Western Division of the Northern District of Mississippi.

BROOKS, NEELY & CO. *vs.* G. Y. SCOTT *et ux.* } In Equity.

84 To the Honorable R. A. Hill, judge of said court, sitting in equity, at Oxford:

The petition of Brooks, Neely & Co., the complainants in the above-entitled case, respectfully represent unto the court that at the time of the hearing of this cause, at the June term, 1887, of this court, a reference was made by this court to G. R. Hill, as a master of this court, to take and state an account in said cause, exhibiting the amount due to the complainants therein, on the day of the hearing; that there was no dispute as to the amount due to complainants between the complainants and the defendants, but the pleadings set forth and the proof and exhibits showed the amount due; but the said master in stating said account by accident, oversight, and inadvertence omitted from his account and failed to include therein an amount due on a note, which note was admitted to be due by the defendants. This oversight is perfectly patent on the slightest inspection of the record, and was purely an oversight, and the decree of the court based on said report was to that extent erroneous.

Petitioners pray that therefore the defendants in said cause may be made parties to this petition, and that this court will enter a decree correcting said account and the decree thereon and enter a decree for the correct amount due to complainants, the former decree being for a sum too small by the amount represented by said note and the interest accrued thereon to the time of the entry of said decree.

And, as in duty bound, will ever pray.

MONTGOMERY & SULLIVAN,
Sol's for Compl'ts.

85 Defendants in this cause accept notice of this petition & consent that the correction in the decree & report asked may be made.

E. MAYES, *Sol'r.*

Filed Sept. 20, 1887.

G. R. HILL, *Clerk.*

And, to wit, on said 20 Sept., 1887, the same being a day of the June term of said court, A. D. 1887, a decree was made & entered correcting said final decree, which is in the words & figures following, to wit:

Order Correcting Decree.

BROOKS, NEELY & Co.
vs.
G. Y. SCOTT *et ux.* } No. 323.

In this cause it is ordered by the court, by consent of all the parties to this suit, given in the presence of the judge of said court, that the decree entered in this cause on the 31st day of August, 1887, in which it was recited that the sum of $8,547.85 was due to the complainants, be, & the same is hereby, corrected & so amended as to fix the sum due at that date at $10,749.91, which was the correct amount then due and which by oversight, accident, & mistake was stated at $8,547.85.

Ordered, adjudged, & decreed Sept. 20th, 1887.

R. A. HILL, *Judge.*

The following are the depositions & proofs taken & used on the trial of this cause, to wit.:

86 In the U. S. Dist. Court, Western Division of the Northern Dist. of Mississippi.

BROOKS, NEELY & Co.
vs.
G. Y. SCOTT *et al.* } In Equity.

We hereby waive the issuance of commission & all formalities, &c., & consent that the depositions of E. T. Divers, T. R. McGuire, Mrs. A. M. Baldwin, A. H. May, John Chaffe may be taken before any officer authorized to administer an oath, & when so taken may be read as evidence in this cause on the motion for rece-ver only, subject to exceptions for irrelevancy & incompetency only.

SULLIVAN & MONTGOMERY,
Sol's for Comp'l'ts.
LAMAR & MAYES, *Sol's for Def'ts.*

Int. to E. T. Driver:

1st. State your name, age, occupation, and place of residence.

2d. How much, if anything, does G. Y. Scott owe you or your firm?

Int. to T. R. McGuire:

1st. What is your occupation and where do you reside at present?
2d. Does G. Y. Scott owe you anything; if so, how much?
3d. What property did G. Y. Scott give in as his in the assessment of property for 1883, 1884, 1885, 1886? What was the property given in by him, both real & personal? Describe it.
4th. Append to your answer a copy, duly certified, of that portion of the assessment-rolls in y'r custody as an officer which shows G. Y. Scott's assessments for 1883, 1884, 1885, 1886.
87 5th. Append, also, copy of the assessment of Mrs. G. Y. Scott for 1883, 1884, 1885, 1886, duly certified, both real & personal. What deeds of trust or mortgages have been filed — executed by G. Y. or Lottie M. Scott in your office during 1885 & 1886, & in whose favor & for what amount are they given respectively?

To Mrs. A. M. Baldwin:

1st. State your name, place of residence, & occupation.
2d. Does G. Y. Scott owe you anything? If so, how much?

To A. H. May:

1st. State whether G. Y. Scott owes you or your firm anything. If so, how much?
2d. Do you hold any mortgage executed by him? If so, append a copy of it to your answer to this question. What is the trust deed on & when executed & when due?

To John Chaffe:

1st. Does G. Y. Scott, of Bolivar county, Miss., owe you or your firm anything? If so, how much? Is it secured? If so, how?

SULLIVAN & MONTGOMERY,
For Compl'ts.

Cross-examination of E. T. Driver waived.

Cross-Interrogatories to be Propounded to T. R. McGuire.

1. State whether Brooks, Neely & Co. or any of that firm or any agent of theirs prior to, say, 1st July, 1885, made any examination of the assessment-rolls of your county, either in person or by letter, to see what property was assessed to Geo. Y. Scott and what to Mrs. Lottie M. Scott.
88 2. State the aggregate value of the property in Bolivar county owned by both Geo. Y. Scott and Mrs. Lottie M. Scott, according to the best of your judgment, and state the aggregate yearly rental value of that property.

LAMAR & MAYES.

Cross-Interrogatories to be Propounded to Mrs. A. M. Baldwin.

1. What kin are you to Mrs. Lottie M. Scott?
2. Is it not a fact that since her marriage said Mrs. Lottie M. Scott

has received large sums and valuable property as gifts from her father, and that such means were used in paying for lands in Bolivar Co. now owned by her?

LAMAR & MAYES.

Cross-interrogatories for A. H. May & John Chaffe waived.

LAMAR & MAYES.

Filed Jan'y 17, 1887.

G. R. HILL, *Cl'k.*

BROOKS, NEELY & Co.
v.
GEO. Y. & LOTTIE M. SCOTT. } In Equity.

Answers of E. T. Driver to Interrogatories.

Answer to Int. 1st. My name is E. T. Driver; age, 40; place of residence, Beulah, Bolivar county, Mississippi, at present & for the last 16 years; occupation, merchant.

Answer to Int. 2d. Geo. Y. Scott owes me ($4,493.48) four thousand four hundred & ninety-three & $\frac{44}{100}$ dollars, with interest at 8 per cent. from July 1st, 1883. The above amount was mostly paid by me for labor performed on what is known as Scottland
89 plantation. The above debt was contracted with the belief on my part that the said Geo Y. Scott was sole owner of said plantation.

E. T. DRIVER.

Sworn to & subscribed before me this the 13th day of January, 1887.

J. J. MONTGOMERY, *J. P.*

Filed Jan'y 17th, 1887.

G. R. HILL, *Cl'k.*

BROOKS, NEELY & Co.
v.
GEO. Y. & LOTTIE M. SCOTT. } In Equity.

Answers of Mrs. A. M. Baldwin to Interrogatories & Cross-Interrogatories.

Answer to Int. 1st. My name is Mrs. Anna M. Baldwin; place of residence, Rosedale, Bolivar county; occupation, merchandising.

Answer to Int. 2nd. Mr. Geo. Y. Scott is a son-in-law of mine, against whom an accurate account has ever been kept.

Answer to X Int. 1st. Lottie M. Scott is my daughter, my only child.

Answer to X Int. 2d. It is a fact that Mrs. Lottie M. Scott, my daughter, received since her marriage large sums of money as gifts from her father, and that said large sums of money were used in paying for the lands now owned by her.

MRS. ANNA M. BALDWIN.

Sworn to and subscribed before me this the 13th day of January, 1887.

J. J. MONTGOMERY, *J. P.*

Filed Jan'y 17, 1887.

G. R. HILL, *Cl'k.*

90 *Answers of T. R. McGuire.*

Ans. Int. 1. I am clerk of the chancery court of Bolivar county, Miss., and reside at Rosedale, in said county.

Ans. to Int. 2. He does not.

Ans. to Int. 3. I can't say as to the land assessment in 1883, nor as to the personal assessment for that year, whether Mr. Scott gave any assessment or not, but in 1884, 1885, and 1886 Mr. Scott was absent & did not give in his assessment. I do not know how the assessor got his assessment, but in 1886 he copied it from the old roll. I saw him do it.

Ans. Int. 4th. I hereby affix said copies.

Ans. Int. 5. I do. There has never been any deed in trust filed in my office by Mrs. Lottie M. Scott. One deed of trust from Geo. Y. Scott to D. G. Pepper, trustee for Richardson & May, to secure $—; one deed of trust to C. M. Eeseman, trustee, use of V. & A. Meyer & Co., to secure $10,464.08; one deed of trust or mortgage in favor of Chas. Scott, to secure $13,667.54. The first-mentioned deed of trust was only filed in my office. I was instructed not to record. It was satisfied & withdrawn by order of Richardson & May.

Ans. to X Int. 1st. They never did, either by letter or in person, make an examination of the assessment-roll. See my affidavit already filed in the papers in this cause as to the aggregate value of the property of Geo. Y. & Lottie M. Scott and the aggregate yearly rental value of the property. I have no interest in this suit of any kind.

T. R. McGUIRE.

Sworn to and subscribed before me this the 12th day of January, 1887.

J. J. MONTGOMERY, *J. P.*

91

Owner's name.	Description of lands.	Section.	Township.	Range.	No. of acres now taxable.	Value per acre, including improvements.	Total value of land and improvements.	Am't of State tax of lands & improvements.
Geo. Y. Scott.....	All of fract. from 30 to 33, incl., outside line.....	34	23	8	27	1	27	07
" " "	N. ½ & S. W. ¼.....	30	23	7	483	7	3,381	8 46
" " "	N. ½ & 320 acres in S. W. ¼.....	31	23	7	352	8	2,816	7 04
" " "	S. ½ & N. E. ¼ & E. ½ N. W. ¼.....	25	23	8	560	10	5,600	14 00
" " "	E. ½ S. E. ¼ & S. W. ¼ N. W. ¼.....	36	23	8	120	1	120	30
" " "	W. ½ N. E. ¼.....	36	23	8	80	20	1,600	4 00
" " "	E. ½ N. E. ¼.....	36	23	8	80	20	1,600	4 00

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing pages contain a whole, true, and correct copy of the land-roll of 1883, so far as the same relates to the above lands, as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, A. D. 1887.

T. R. McGUIRE, *Clerk.*

Assessment of personal property and polls in Rosedale election precinct, supervisor's district No. 3, county of Bolivar, of the fiscal year 1886 and the State tax due thereon.

Names of persons, Scott, Geo. Y.; No. of horses, 2; value of same, 250.00; number of watches, 1; value of same, 75.00; number of pistols, bowie-knives, dirks, or sword canes, 1; value of same, 10.00; poll, 1.00; total valuation of property, 335.00; aggregate State tax, 1.18. Have you paid your tax for last year? Yes. Where did you reside last year? Rosedale. Where do you reside this year? Rosedale.

92 THE STATE OF MISSISSIPPI, }
Bolivar County. . }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing page contain- a whole, true, and correct *correct* copy of the personal assessment-roll for the year 1886, so far as the same relates to the assessment of Geo. Y. Scott, as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, A. D. 1887.

[L. S.] T. R. McGUIRE, *Clerk.*

Assessment of personal property & polls in town of Rosedale election precinct, supervisor's district No. —, county of ——, for the fiscal year 1885 and the State tax due thereon.

Names of persons, Scott, Geo. Y.; No. of horses, 2; value of same, 250; No. of watches, 1; value of same, 75; number of pistols, &c., 1; value of same 10; poll, 1.00; total valuation of property, 335; aggregate State tax, .89. Have you paid your taxes for last year? Yes. Where did you reside last year? Rosedale. Where do you reside this year? Rosedale.

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing page contain- a whole, true, and correct copy of the personal assessment-roll for the year

1885, so far as the same relates to the assessment of Geo. Y. Scott, as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, A. D. 1887.

[L. S.] T. R. McGUIRE, *Clerk.*

93 Assessment of personal property and polls in Rosedale election precinct, supervisor's district No. 3, county of Bolivar, for the fiscal year 1884 and the State tax due thereon.

Names of persons, &c., Scott, Geo. Y.; No. of mules, 15; value of same, 1,500; No. of carriages & other wheeled vehicles, 1; value of same, 50; amount of capital employed in manufacturing or merchandise, 1,500; poll, 1.00; total valuation of property, 3,050; aggregate State tax, 7.02. Have you paid your taxes for last year? Yes. Where did you reside last year? Beulah. Where do you reside this year? Rosedale.

THE STATE OF MISSISSIPPI,
Bolivar County.

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing pages contain a whole, true, and correct copy of the personal assessment-roll of said county for the year 1884 as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, A. D. 1887.

T. R. McGUIRE, *Clerk.*

Assessment of personal property and polls in Rosedale election precinct, supervisor's district No. 3, county of Bolivar, for the fiscal year 1883 and the State tax due thereon.

Names of persons, &c., Scott, G. Y.; No. of horses, 1; value of same, 150; No. of mules, 30; value of same, 2,250; No. of carriages & other wheeled vehicles, 2; value of same, 150; poll, 1.00; total valuation of property, 2,550; aggregate State tax, 6.37½. Where did you reside last year? Beulah. Where do you reside this year? Beulah.

94 THE STATE OF MISSISSIPPI,
Bolivar County.

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing page contains a whole, true and correct copy of the personal assessment-roll of 1883, so far as the same relates to the assessment of Geo. Y. Scott, as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, 1887.

T. R. McGUIRE, *Clerk.*

Assessment of personal property and polls in Rosedale election precinct, supervisor's district No. 3, county of Bolivar, for the fiscal year 1886, and the State tax due thereon.

Names of persons, &c., Scott, Mrs. Geo. Y.; No. of mules, 15; value of same, 1125.00; No. of carriages & other wheeled vehicles, 1; value of same, 100.00; number of pianos, melodeons, and organs, 1; value of same, 100.00; number of watches, 1; value of same, 100.00; value of jewelry, 150; value of gold & silver plate, 150.00; household furniture (over $250.00 value), 250; total valuation of property, 1,825.00; aggregate State tax, 638. Have you paid your taxes for last year? Yes. Where did you reside last year? Rosedale. Where do you reside this year? Rosedale.

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing page contain- a whole, true, and correct copy of the personal assessment-roll for the year 1886, so far as the same relates to the assessment — Mrs. G. Y. Scott, as the same appears from the original in my office.

95 Witness my hand and official seal this the 22 day of January, 1887.

[L. S.] T. R. McGUIRE, *Clerk.*

Assessment of personal property and polls in town of Rosedale election precinct, supervisors' district No. —, county of ——, for the fiscal year 1885 and the State tax due thereon.

Names of persons, &c., Scott, Geo. Y., Mrs.; No. of mules, 15; value of same, 1,125; No. of carriages & other whe-lled vehicles, 1; value of same, 100; No. of pianos, melodeons, and organs, 1; value of same, 100; No. of watches, 1; value of same, 100; value of jewelry, 150; household furniture (over $250.00 value), 250; total valuation of property, 1,825; aggregate State tax, 4.56.

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing page contain- a whole, true, and correct copy of the personal assessment-roll for the year 1885, so far as the same relates to the assessment of Mrs. Geo. Y. Scott, as the same appears from the original in my office.

Witness my hand and official seal this the 12 day of January, A. D. 1887.

T. R. McGUIRE, *Clerk.*

Filed Jan'y 17, 1887.

G. R. HILL, *Cl'k.*

96 In the United States Dist. Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY AND CO.
vs.
G. Y. SCOTT *et ux.*

We agree that the depositions of Joe Fader, Jas. Sugarman, J. A. Forrest, E. E. Meacham, W. R. Moore, Harbert — Marx, J. M. Goodbar, A. B. Goodbar, Geo. Arnold, I. N. Snowden, W. I. Cole, W. H. Moore, Mitchell and Bryson, Oliver, Flanagin, Orgill, and I. T. La Prade, E. Lowenstein may be taken on the annexed interrogatories before any officer authorized to administer an oath, and when so taken may be read on the trial of this cause, subject to exceptions for irrelevancy and incompetency only.

MONTGOMERY AND SULLIVAN, *For Pl'ffs.*
LAMAR AND MAYES, *For Def'ts.*

To each of above-named witnesses:

1st. State your name, age, residence, and occupation, and whether you are a member of any mercantile firm. If so, give its name.

2nd. Do you know what the consideration for any one of the drafts which are herewith filed, marked from 1 to —, inclusive, was? If so, what was the consideration?

3rd. Identify which one of the drafts you know the consideration of, and state what the consideration was.

4th. If you say the consideration was goods, wares, and merchandise, mules, or other thing, please state to whom and for what purpose the articles were sold.

MONTGOMERY AND SULLIVAN.

97 *Cross-Interrogatories to be Propounded to Each of Said Witnesses.*

1. If, in response to interrogatory 4, you undertake to state to whom and for what purpose the articles you may mention were sold, state now how you know to whom they were sold and how you know the purpose for which they were sold.

LAMAR AND MAYES.

Drafts Attached to Interrogatories.

$400.00. ROSEDALE, *June 6th*, 1884.

At sight pay to the order of Fader, Frank and Co. four hundred dollars, value received, and charge the same to account of—
No. 21. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 219.

Endorsed: Fader, Frank and Co., per S. V. Coulk.

$540.00. MEMPHIS, TENN, *Febr'y* 25, 1884.

At sight pay to the order of J. A. Forrest and Co. five hundred and forty dollars, value received, and charge the same to account of—

No. 20. GEO. Y. SCOTT.

To Mess. Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 43.

Endorsed: J. A. Forrest and Co.

Sheriff's office, Bolivar county.

$500.00. ROSEDALE, MISS., *Oct.* 31*st*, 1884.

Pay to the order of Meacham and Horton five hundred dollars, value received, and charge to account of—

No. 19. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 421.

Endorsed: Meacham and Horton. M. L. M., Jr.

98 Sheriff's office, Bolivar county.

$33.78. ROSEDALE, MISS., *Nov.* 21, 1884.

Pay to the order of W. R. Moore and Co. thirty-three $\frac{78}{100}$ dollars, value received, and charge to account of—

No. 18. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 475.

Endorsed: Wm. R. Moore and Co.

Sheriff's office, Bolivar county.

$86.28. ROSEDALE, MISS., *Dec.* 9, 1884.

Pay to the order of Menken Bros., ag'ts, eighty-six $\frac{28}{100}$ dollars, value received, and charge to account of—

No. 17. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 331.

Endorsed: Menken Bros., ag's, per Lawrence.

Sheriff's office, Bolivar county.

$234.79. ROSEDALE, MISS., *Nov.* 21, 1884.

Pay to the order of Marx and Bensdorf two hundred and thirty-four $\frac{79}{100}$ dollars, value received, and charge to account of—

No. 16. GEO. Y. SCOTT.

To Brooks Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 171.

Endorsed: Marx and Bensdorf, ag't.

Sheriff's office, Bolivar county.

$300.00. ROSEDALE, MISS., *Jan'y* 23, 1885.

Pay to the order of W. R. Moore and Co. three hundred dollars, value received, and charge to account of—

No. 15. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 597.

Endorsed: Wm. R. Moore and Co.

Sheriff's office, Bolivar county.

$25.00. ROSEDALE, MISS., *Jan'y* 6, 1885.

99 Pay to the order of Goodbar and Co. twenty-five dollars value received, and charge to account of—

No. 14. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 575.

Endorsed: Goodbar and Co., per Lake.

Sheriff's office, Bolivar county.

$52.84. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of Geo. Arnold and Co. fifty-two $\frac{84}{100}$ dollars, value received, and charge to account of—

No. 13. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 563.

Endorsed: Geo. Arnold and Co., per Barnes.

Sheriff's office, Bolivar county.

$200.00. ROSEDALE, MISS., *Jan'y* 23, 1885.

Pay to the order of Friedman Bros. two hundred dollars, value received, and charge to account—
No. 12. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 597.

Endorsed: Friedman Bros. Plummer.

Sheriff's office, Bolivar county.

$40.00. ROSEDALE, MISS., *Feb'ry* 12, 1885.

Pay to the order of Cole and Co. forty dollars, value received, and charge to account of—
No. 11. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 647.

Endorsed: Cole Mnfg. C-. M.

Sheriff's office, Bolivar county.

$79.00. ROSEDALE, MISS., *Jan'y* 23, 1885.

100 Pay to the order of Mitchell and Bryson seventy-nine dollars, value received, and charge to account of—
No. 9. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 597.

Endorsed: Mitchell and Bryon. Brewer.

Sheriff's office, Bolivar county.

$80.50. ROSEDALE, MISS., *Jan'y* 23*rd*, 1885.

Pay to the order of W. H. Moore, Jan'y 29th, after date fixed, eighty $\frac{50}{100}$ dollars, value received, and charge to account of—
No. 10. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 611.

Endorsed: Paid Jones, cl'k.

$49.30. SHERIFF'S OFFICE, BOLIVAR COUNTY.

Pay to the order of Oliver Finnie and Co. forty-nine $\frac{30}{100}$ dollars, value received, and charge to account of—

No. 8. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 597.

Endorsed: Oliver Finnie and Co. W. 1, 26, '86.

Sheriff's office, Bolivar county.

$250.00. ROSEDALE, MISS., *Dec.* 30, 1884.

Pay to the order of Flanagin and Co. two hundred and fifty dollars, value received, and charge to account of—

No. 7. G. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 571.

Endorsed: Flanagin and Co. Pay Manhattan B'k or order for collection account of Mechanics' Bank, Saint Louis. R. R. 101 Hutchinson, cashier. Paid Manhattan Bank, per Rice.

Sheriff's office, Bolivar county,

$43.90. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of Orgill Bros. and Co. forty-three $\frac{90}{100}$ —, value received, and charge to account of—

No. 6. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 563.

Endorsed: Orgill Bros. and Co. W.

Sheriff's office, Bolivar county.

$145.20. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of W. R. Moore and Co. one hundred and forty-five $\frac{20}{100}$ dollars, value received, and charge to account of—

No. 5. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 563.

Endorsed: Wm. R. Moore and Co.

Sheriff's office, Bolivar county.

$26.25. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of J. T. La Prade and Co. twenty-six $\frac{25}{100}$ dollars, value received, and charge to account of—
No. 4. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 563.

Endorsed: J. T. La Prade and Co., per E. L. McGrath.

Sheriff's office, Bolivar county.

$18.03. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of B. Lowenstein and Bros. eighteen $\frac{3}{100}$ dollars, value received, and charge to account of—
No. 3. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 563.

Endorsed: Paid Jan'y 5, 1885. B. Lowenstein and Bro., per Gardener.

102 Sheriff's office, Bolivar county.

$60.38. ROSEDALE, MISS., *Jan'y* 2, 1885.

Pay to the order of Marx and Bensdorf, 8 Jan'y fixed, sixty $\frac{38}{100}$ dollars, value received, and charge to account of—
No. 2. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 569.

Endorsed: Marx and Bensdorf, by Milton.

$357.60. MEMPHIS, TENN., *Feb'ry 23rd*, 1885.

At sight pay to the order of Friedman Bros. three hundred fifty-seven and $\frac{60}{100}$ dollars, value received, and charge the same to account of—
No. 1. GEO. Y. SCOTT.

To Brooks, Neely and Co., Memphis, Tenn.

[Written across the face:] C. B., 649.

Endorsed: Friedman Bros., — Plummer.

In the United States District Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY AND CO.
vs.
G. Y. SCOTT *et ux.*

The depositions of Joseph Sugarman and others, taken at the office of Hunsdon Cary, in the city of Memphis, Tennessee, on the 17th day of Jan'y, 1887, pursuant to the annexed agreement and on the interrogatories and X interrogatories thereto annexed in behalf of the plaintiff.

Said JOSEPH SUGARMAN, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, Joseph Sugarman; age, 63 years; residence, Memphis, Tennessee; occupation, merchant. I am a
103 member of the firms Fader, Frank and Co., Memphis, Tennessee; Frank and Co., Concordia, Mississippi; Frank and Reinach, Riverton, Mississippi, and D. J. Allen and Co., Australia, Mississippi.

Ans. to 2nd Int'y. The draft for $400, numbered 21, is drawn on Brooks, Neely and Co. in favor of my firm of Fader, Frank and Co. It is the only one in our favor.

Ans. to 3rd Int'y. This draft numbered 21 has been collected by Fader, Frank and Co. The consideration for which it was given was money and goods advanced by our firm to George Y. Scott and for which he owed us, and which he paid us by this draft.

Ans. to 4th Int'y. We sold him goods and advanced him money on the drafts that he drew on us, but we could not tell when we paid the drafts for him or for what he was using the money and goods he got from us.

Ans. to 1st X Int'y. The draft was drawn to pay Fader, Frank and Co. for money advanced and goods sold to George Y. Scott himself. I know this because the books show it to be so, and I know the business of the firm.

JOSEPH SUGARMAN.

Sworn to and subscribed before me this January 17th, 1887.
HUNSDON CARY,
Notary Public.

And the next witness, JOSEPH FADER, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, Joseph Fader; age, 45 years; resi-
104 dence, Memphis, Tennessee; occupation, merchant. I am a member of the firm of Fader, Frank and Co.

Ans. to 2nd Int'y. The draft numbered 21 is for money and supplies furnished by Fader, Frank and Co. to George Y. Scott. The other drafts I know nothing about.

Ans. to 3rd Int'y. The draft numbered 21 was given Fader, Frank and Co. by Geo. Y. Scott in consideration of moneys or supplies ad-

vanced to him. He owed the firm and gave them this draft on Brooks, Neely and Co. in payment.

Ans. to 4th Int'y. The consideration was moneys or supplies furnished to George Y. Scott. For what purpose he used them I do not know.

Ans. to 1st X Int'y. They were sold to George Y. Scott on account, and he paid us by this draft on Brooks, Neely and Co. I know this because the books of our house show it to be so.

JOSEPH FADER.

Sworn to and subscribed before me this 17th day of January, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, A. B. GOODBAR, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, A. B. Goodbar; age, 37 years; residence, Memphis, Tennessee; occupation, wholesale boot and shoe merchant. I am a member of the firm of Goodbar, Love and Co.

Ans. to 2nd Int'y. I find a draft on Brooks, Neely and Co.,
105 dated Jan'y 6th, 1885, drawn by George Y. Scott, taken by Goodbar and Co. as payment on account for boots and shoes sold him. This draft is numbered 14.

Ans. to 3rd Int'y. Draft No. 14 was in consideration of boots and shoes sold to Geo. Y. Scott.

Ans. to 4th Int'y. They were sold to George Y. Scott, to the best of my recollection, for his own use and benefit.

Ans. to 1st X Int'y. I could not state definitely whether it was a purchase by Mr. Scott in person or whether it was an order by mail, but, to the best of my recollection, we sold him a bill of goods either in person or in response to an order from him through the mails, and the draft referred to was given in payment for this bill. I am unable to say how Mr. Scott used these goods after he got them.

A. B. GOODBAR.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, J. M. GOODBAR, being duly sworn, deposes and says as follows:

Ans. to 1st. Int'y. Name, J. M. Goodbar; age, 47 years; residence, Memphis, Tennessee; occupation, merchant. I am a member of the firm of Goodbar and Co., wholesale boots and shoes.

Ans*t*. to 2nd Int'y. I recognise the draft numbered 14, drawn by George Y. Scott on Brooks, Neely and Co. in favor of Goodbar
106 and Co. It was in part payment of an account that he owed us for merchandise sold him.

Ans. to 3rd Int'y. The draft referred to is numbered 14, and the

consideration, as I have already stated, was goods sold to George Y. Scott by Goodbar and Co.

Ans. to 4th Int'y. We sold George Y. Scott boots and shoes, but for what purpose he used them I do not know.

Ans. to 1st X Int'y. I have just stated that I did not know the purpose for which they were sold; we simply know that we sold them to George Y. Scott, for they are charged to him on our books, and we know that he paid for them.

J. M. GOODBAR.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, GEORGE ARNOLD, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, George Arnold; age, 38 years; residence, Memphis, Tennessee; occupation, merchant. I am a member of the firm of George Arnold and Co.

Ans. to 2nd Int'y. I recognise the draft numbered 13, it being the draft of Geo. Y. Scott, dated Jan. 2nd, 1885, on Brooks, Neely and Co. in favor of George Arnold and Co. It was remitted to us by A. M. Baldwin and Co., doing business near Riverton, Mississippi, at that time to cover a bill due us of Nov. 20th, 1884, by A. M. Baldwin and Co.

Ans. to 3rd Int'y. I identify the draft numbered 13. It was remitted to us by A. M. Baldwin and Co. and paid to us by Brooks, Neely and Co. in settlement of an account due us from A. M. Baldwin and Co.

Ans. to 4th Int'y. I have answered that in the 3rd interrogatory.

Ans. to 1st X Int'y. It was for goods sold by us to A. M. Baldwin and Co., and the draft was remitted to us by them in payment of that bill. I know this because I am familiar with the business of my house.

George Arnold was duly sworn by me on the 13th day of January, 1887, and the interrogatories annexed hereto were put to him by me. His answers to same were taken down in my presence by my stenographer, who has printed the said answers as they were given. Said Arnold has left the city and will not return in time to sign said deposition. To all of which I certify this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, FREDERICK ORGILL, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, Frederick Orgill; age, 27 years; residence, Memphis, Tennessee; occupation, merchant. I am a member of the firm of Orgill Bros. and Co.

Ans. to 2nd Int'y. There is one draft dated Jan. 2nd, 1885,
108 for $43.90, drawn by George Y. Scott on Brook, Neely and Co. in favor of Orgill Bros. and Co. It was in consideration of merchandise sold by Orgill Bros. and Co. to A. M. Baldwin and Co.

Ans. to 3rd Int'ry. I identify draft No. 6. It was taken in payment of a bill sold to A. M. Baldwin and Co.

Ans. to 4 Int'y. They were sold to A. M. Baldwin and Co., of Riverton, Mississippi. I do not know for what purpose they were used.

Ans. to 1st X Int'y. The books of Orgill Bros. and Co. show that the goods were sold and shipped to A. M. Baldwin and Co.

FREDERICK ORGILL.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, I. N. SNOWDEN, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, I. N. Snowden; age, 50 years; residence, Memphis, Tennessee; occupation, merchant; am a member of the firm of Friedman Bros.

Ans. to 2nd Int'y. Yes; I know what the consideration of the drafts were drawn in favor of Friedman Bros. The consideration was merchandise sold by Friedman Bros. to A. M. Baldwin and Co.

Ans. to 3rd Int'y. Draft No. 12, dated Jan. 23, 1885, for
109 $200, and draft No. 1, Feb'ry 23rd, 1885, for $357.60, were both given in payments made on account of A. M. Baldwin and Co.

Ans. to 4th Int'y. These drafts were for payments made on the account of A. M. Baldwin and Co. with Friedman Bros. I do not know how A. M. Baldwin and Co. used the goods.

Ans. to X Int'ry 1st. I know that these goods were sold to A. M. Baldwin and Co. and that they were paid for by these drafts. I know this because I am familiar with the business of my firm and with its entire business.

I. N. SNOWDEN.

Sworn to and subscribed before me this January 17, 1887.

HUNSDEN CARY,
Notary Public.

And the next witness, J. N. OLIVER, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, J. N. Oliver; age, 58 years; residence, Memphis, Tennessee; occupation, merchant; member of the firm of Oliver, Finnie and Co.

Ans. to 2nd Int'y. The books of Oliver, Finnie and Co. show that the proceeds of one of these drafts went to the credit of A. M. Baldwin and Co., of Beulah, Mississippi, for an account they owed us for goods sold them.

Ans. to 3rd Int'y. The draft I refer to is No. 8 and is drawn by George Y. Scott on Brooks, Neely and Co. in favor of Oliver, Finnie and Co., and is for $49.30. The consideration was merchandise furnished A. M. Baldwin and Co.

110 Ans. to 4th Int'y. The goods were sold in a general way to A. M. Baldwin and Co. as merchandise.

Ans. to 1st X Int'y. The books of Oliver, Finnie and Co. show that the goods were purchased by and shipped to A. M. Baldwin and Co., of Beulah, Miss., and the draft was sent in payment for the goods so shipped.

J. N. OLIVER.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, WILLIAM R. MOORE, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, William R. Moore; age, 55 years; residence, Memphis, Tennessee; occupation, wholesale dry goods, of the firm of William R. Moore and Co.

Ans. to 2nd Int'y. I know what the consideration of three of these drafts are. The draft numbered 18, drawn by George Y. Scott on Brooks, Neely and Co. for $33.78, in favor of William R. Moore and Co., went to the credit of Mrs. A. M. Baldwin on account for goods which she had purchased from our house in the ordinary run of business; draft No. 5, for $145.30, by and on same parties, went the same way; draft No. 15, drawn by and on the same parties, for $300, was credited as follows: $100 to the credit of Geo. Y. Scott and $200 to the credit of Mrs. A. M. Baldwin.

111 Ans. to 3rd Int'y. I have identified the three drafts in my last answer, and the consideration was for merchandise furnished in our regular business; all except $100 of it to Mrs. A. M. Baldwin. That $100 was to George Y. Scott. This information is given not from memory, but as the transaction appears on the books of my firm.

Ans. to 4th Int'y. My recollection is that all the goods except $100 worth were sold to Mrs. A. M. Baldwin for use in her business; the balance to George Y. Scott; for what use I do not know.

Ans to 1st X Int'y. I simply state these things from the information that I get from my books. Of my own knowledge I know nothing about them. All my information is taken from my books, as given me by my book-keeper.

WM. R. MOORE.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, WILLIAM H. MOORE, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, William H. Moore; age, 52 years; residence, Memphis, Tennessee; occupation, secretary of the Bluff City Insurance Company. I am not connected with any commercial firm in Memphis.

Ans. to 2nd Int'ry. I recognise a draft drawn by Geo. Y. Scott on Brooks, Neely and Co. for $80.50 in favor of W. H. Moore, given to pay the insurance premium on the dwelling, storehouse, and
112 stock of goods of Mrs. A. M. Baldwin, of Beulah, Miss., due to the Bluff City Insurance Company. This draft is No. 10.

Ans. to 3rd Int'y. I have just identified the draft in my answer to the 2nd interrogatory.

Ans. to 4th Int'ry. This question is fully answered in my answer to 2nd interrogatory.

Ans. to 1st X Int'ry. I know that this draft was given to pay the insurance described because I issued the policies, and the money was collected and placed to the credit of Mrs. A. M. Baldwin on the books.

W. H. MOORE.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, GEORGE MITCHELL, being duly sworn, deposes and says:

Ans. to 1st Int'ry. Name, George Mitchell; age, 60 years; residence, Memphis, Tennessee; occupation, furniture dealer. I am a member of the firm of Mitchell and Bryson.

Ans. to 2nd Int'y. I recognize a draft drawn by George Y. Scott on Brooks, Neely and Co. in favor of Mitchell and Bryson. This draft was given in payment of an account against A. M. Baldwin and Co. for goods bought of Mitchell and Bryson.

Ans. to 3rd Int'y. I identify draft No. 9. It was in consideration of goods furnished to A. M. Baldwin and Co. by Mitchell and Bryson.

113 Ans. to 4th Int'y. I sold these goods to A. M. Baldwin and Co. For what purpose they used them I do not know.

Ans. to 1st X Int'y. I know these goods were sold to A. M. Baldwin and Co. through reference to my books. I have already stated that I do not know for what purpose they used them.

GEORGE MITCHELL.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, DAVIS BRYSON, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, Davis Bryson; age, 43 years; residence Memphis, Tennessee; occupation, cashier and book-keeper at Mitchell and Bryson. I am not a member of any commercial firm.

Ans. to 2nd Int'y. I recognise a draft drawn by Geo. Y. Scott on Brooks, Neely and Co. in favor of Mitchell and Bryson for the sum of $79. It was placed to the credit of A. M. Baldwin and Co.

Ans. to 3rd Int'y. The draft numbered 9 was taken to pay the account of A. M. Baldwin and Co.

Ans. to 4th Int'y. The goods were sold to A. M. Baldwin and Co., but whether in person or in response to an order through the mails I could not tell. I do not know for what purpose the- used the goods.

Ans. to 1st X Int'y. I know this because my books show it to be so.

DAVIS BRYSON.

Sworn to and subscribed before me this January 17th, 1887.

114 HUNSDAY CARY,
Notary Public.

And the next witness, J. T. LA PRADE, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, J. T. La Prade; age, 39 years; residence, Memphis, Tennessee; present occupation, cotton factor. I am a member of the firm of La Prade, McGrath and Co.

Ans. to 2 Int'y. Yes; I know what the consideration for one of these drafts was. It was given to pay an account due J. T. La Prade and Co. by Mrs. A. M. Baldwin, of Riverton, Mississippi.

Ans. to 3rd Int'y. Draft No. 4, drawn by George Y. Scott on Brooks, Neely and Co. in favor of J. T. La Prade and Co. for $26.25, was given in payment of the account of A. M. Baldwin and Co., and George Y. Scott requested us to receipt to them for the money.

Ans. to 4th Int'y. The articles sold were merchandise and were sold to A. M. Baldwin and Co. as merchants.

Ans. to 1st X Int'y. They were merchants there and kept an account on our books. We generally sold to them on mail orders and only knew them as merchants. I have Mr. Scott's letter on file stating for what purpose the draft was drawn, and it contains a request to us to receipt to A. M. Baldwin and Co. at Riverton, Mississippi.

J. T. LA PRADE.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

115 And the next witness, E. E. MEACHAM, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Nam-, E. E. Meacham; age, 38 years; residence, Memphis, Tennessee; occupation, cotton commission merchant; member of the firm of E. E. Meacham and Co.

Ans. to 2nd Int'y. Yes; I recognise a draft drawn by George Y. Scott on Brooks, Neely and Co. in favor of Meacham and Horton for $500 to pay an open account.

Ans. to 3rd Int'y. The draf- numbered 19 and dated Oct. 31st, 1884, was given by George Y. Scott to pay an open account due from him to Meacham and Horton for money advanced him.

Ans. to 4th Int'y. It was cashed advanced to George Y. Scott. I do not know for what purpose he used it.

Ans. to 1st X Int'y. George Y. Scott gave an order to his brother for the money and the house paid it; I saw the transaction.

E. E. MEACHAM.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, ELIAS LOWENSTEIN, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, Elias Lowenstein; age, 51 years; residence, Memphis, Tennessee; occupation, dry goods merchant; a member of the firm of B. Lowenstein and Bros.

116 Ans. to 2d Int'y. I recognize a draft drawn by George Y. Scott on Brooks, Neely and Co. in favor of B. Lowenstein and Bros. for the amount of $1,803. The consideration was merchandise.

Ans. to 3rd Int'y. I identify the draft numbered 3, indorsed by Gardiner, given in part payment of a bill due B. Lowenstein and Bros. by George Y. Scott for merchandise.

Ans. to 4th Int'y. I could not tell whether the goods were sold to George Y. Scott in person or by an order through the mail. I should judge that the goods were for his own family use.

Ans. to 1st X Int'y. I know this by having referred to the books of B. Lowenstein and Bros.

ELIAS LOWENSTEIN.

Sworn to and subscribed before me this January 17th 1887.

HUNSDON CARY,
Notary Public.

And the next witness, W. I. COLE, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, William I. Cole; age, 51 years; residence, Memphis, Tennessee; occupation, merchant. I am a member of the Cole Manufacturing Co.

Ans. to 2nd Int'y. I know what the consideration for one of these drafts was; it was a draft drawn by George Y. Scott on Brooks,

Neely & Co. in favor of Cole and Co. for $40, dated Jan'y 12th, 1885. The consideration was lumber sold to Alexander Yerger.

Ans. to 3rd Int'y. The draft I refer to is No. 11; it was sent
117 to us to pay a debt of $40 due us from Alexander Yerger.

Ans. to 4th Int'y. The lumber was sold to Alexander Yerger, and he stated that it was to build a fence around his place.

Ans. to 1st X Int'y. I know this from what Mr. Yerger told. He said this was his purpose in buying the lumber.

WM. I. COLE,

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, WILLIAM BOWLES, Jr., being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, William Bowles, Jr.; age, 42 years; residence, Memphis, Tennessee; occupation, cotton buyer.

Ans. to 2nd Int'y. He owes us about $1,200.

Ans. to 3rd Int'y. It is by notes, and unsecured. The notes are in the hands of my attorney for collection, and I cannot file them now. There are two of the notes, aggregating about $1,200.

WM. BOWLES, JR.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, WILLIAM BOWLES, Sr., being duly sworn, deposes and says as follows:

118 Ans. to 1st Int'y. Name, William Bowles, Sr.; age, 75 years; residence, Memphis, Tennessee; occupation, cotton buyer.

Ans. to 2nd Int'y. We have two notes for $562.45 each. One of them is in judgment.

Ans. to 3rd Int'y. The indebtedness is by note, as before stated. We have no security of any kind.

W. BOWLES, SR.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, JOHN W. DILLARD, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, John W. Dillard; age, 49 years; residence, Memphis, Tennessee; occupation, cotton merchant, a member of the firm of Dillard and Coffin.

Ans. to 2nd Int'y. George Y. Scott did owe us about $1,800. It was evidenced by his note for about that amount. The note has been sent to Mississippi for collection, and may have been paid for all I know to the contrary.

Ans. to 3rd Int'y. Yes; the debt was due us by note. Mr. Scott gave us an order on the clerk of the court for fees coming to him as sheriff, out of which we were to be paid the notes.

JNO. W. DILLARD.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

119 And the next witness, R. L. COFFIN, being duly sworn, deposes and says as follows:

Ans. to 1st Int'y. Name, R. L. Coffin; age, 45 years; residence, Memphis, Tennessee; occupation, cotton merchant.

Ans. to 2nd Int'y. George Y. Scott did owe us about $1,800. It was evidenced by his note for about that amount. The note has been sent to Mississippi for collection, and may have been paid for all I know to the contrary.

Ans. to 3rd Int'y. Yes; the debt was due by note. Mr. Scott gave us an order on the clerk of the court for fees coming to him as sheriff, out of which we were to be paid the notes.

R. L. COFFIN.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, J. A. FORREST, being of lawful age and duly sworn, deposes and says as follows:

In Ans. to 1st Int'y. My name is J. A. Forrest; age, 52 years; residence, Memphis, Tenn., and occupation, dealer in live stock, member of the firm of J. A. Forrest and Co., and planter and contractor.

In Ans. to 2nd Int'y. I recognize one of the drafts—one for $540.00, dated Febr'y 25, 1884, drawn by George Y. Scott on Brooks, Neely and Co., favor of my firm. My best recollection is that it was given for mules purchased by Geo. Y. Scott.

In Ans. to 3rd Int'y. The draft I refer to is numbered 20,
120 and was given to us to pay a debt due us by Geo. Y. Scott for mules purchased by him, as I now remember.

In Ans. to 4th Int'y. My recollection is that it was for mules bought by Scott. How he used them I don't know.

In Ans. to 1st X Int'y. I don't know the purpose for which Mr. Scott bought the mules. I might have known at the time he bought them, but if I did it has slipped my memory.

J. A. FORREST.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

And the next witness, J. L. COCKE, being of lawful age and being duly sworn, says:

In Ans. to 1st Int'y. My name is J. L. Cocke; age, 38 years; residence, Memphis, Tenn., and occupation, cotton factor, member of the firm of J. L. Cocke and Co.

In Ans. to 2nd Int'y. Geo. Y. Scott owes my firm no money at this time.

In Ans. to 3rd Int'y. He owes us no debt.

J. L. COCKE.

Sworn to and subscribed before me this January 17th, 1887.

HUNSDON CARY,
Notary Public.

Filed and opened Jan'y 18, 1887.

G. R. HILL, *Clerk.*

121 In the U. S. Dist. Court, Western Division of Northern District of Mississippi.

BROOKS, NEELY & Co., Pl'ffs,
vs.
G. Y. SCOTT *et ux*, Def'ts.

We hereby waive the issuance of commission & all formalities, &c., and consent that the depositions of J. A. Robertson — F. P. Robertson may be taken upon the following interrogatories, and, when sworn to before any officer authorized to administer an oath, may be read on the trial of this cause, subject to exceptions for irrelevancy & incompetency only.

MONTGOMERY & SULLIVAN, *For Pl'ff.*
LAMAR & MAYES, *For Def'ts.*

Ints. to J. A. Robertson.

1. State your name, age, residence, & occupation, & whether you are acquainted with the parties to this suit.

2. Were you ever manager on any one of the places claimed by G. Y. Scott or his wife; if so, what place? What years were you such manager?

3. If you say you were manager for any particular years, please state exactly what your duties were as such manager.

4. How much were you to rece-ve for your services, & who was to pay you?

5. Was your contract in writing? If so, attach the contract to the answer to this question, if you have it; & if you have not got it, state where it is.

122 6. How much were you actually paid & how were you paid—in cash, merchandise, by draft, or how? State how each sum was paid you & by whom it was paid.

7. What was the consideration for the drafts which are attached to this interrogatory, one being in your favor for $1,500, one in y'

favor for $190, & one in favor of W. A. Farris for $300? What were these drafts given to pay?

8. What property does G. Y. Scott own, so far as you know, and what did he own at — time you were last employed as manager?

9. Who bought the plantation supplies to carry on the farming operations on the places of which you were manager?

10. From whom were they principally bought?

11. Were they generally bought in small or large lots?

12. Who preceeded you as manager of these places or on any of them?

13. Who has the general management as owner & control of all these farms & how long has he had such management?

MORGAN & SULLIVAN.

Sheriff's office, Bolivar county.

$190.00. ROSEDALE, MISS., *Dec.* 16, 1884.

Pay to the order of Jno. A. Robertson one hundred & ninety dollars, value received, and charge to account of—

GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 531.

(Endorsed:) Pay to Fader, Frank & Co., Memphis, Tenn. J. A. Robertson. Fader, Frank & Co.

123 Sheriff's office, Bolivar county.

$1,500.00. ROSEDALE, MISS., *Feb'y* 13, 1885.

Pay to the order of Jno. A. Robertson fifteen hundred dollars, value received, and charge to account of—

GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 639.

(Endorsed:) J. A. Robertson, W. A. Faires.

$300.00. MEMPHIS, TENN., *Feb'y 17th*, 1885.

Pay to the order of W. A. Faires three hundred dollars for two mules, value received, and charge to account of—

GEO. Y. SCOTT,
By ROBERTSON.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 639.

(Endorsed:) W. A. Faires, p'r Starnes.

Cross-Interrogatories to be Propounded to J. A. Robertson.

1. If you undertake to respond to direct interrogatory 13, to state who has the general management as owner of the farms named, state now fully exactly what you mean by saying that he has the general management as owner.

LAMAR & MAYES.

To T. P. Robinson:

1. State y'r name, age, occupation, & place of residence.
2. Please state what the drafts which are hereto attached, marked Nos. 1, 2, 3, 4, 5 respectively, were given for. Was G. Y. Scott indebted to you; if so, for what?

124 3. If you were manager for G. Y. Scott on any place, please state on what place, for how many years. What were you to get & how were you paid & by whom?

4. What property did G. Y. Scott own, so far as you know, at the time you were in his employ or his wife's employ? What property does he now own?

5. Who bought the supplies for the plantation claimed by G. Y. Scott & wife during 1883 & during the time you were in the employ of either?

6. How were they bought? From whom were they bought? In small or large lots?

MONTGOMERY & SULLIVAN.

Sheriff's office, Bolivar county.

$39.50. ROSEDALE, MISS., *Oct.* 25, 1884.

Pay to the order of T. P. Robertson thirty-nine $\frac{50}{100}$ dollars, value received, and charge to account of—

No. 1. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 421.

Sheriff's office, Bolivar county.

$160.43. ROSEDALE, MISS., *Oct.* 27, 1884.

Pay to the order of T. P. Robertson one hundred & sixty $\frac{43}{100}$ dollars, value received, and charge to account of—

No. 2. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 411.

(Endorsed:) T. P. Robertson. Pay Fader, Frank & Co. Franks & Reinach. Fader, Frank & Co.

125 $204.74. RIVERTON, *Dec.* 17, 1883.

At sight pay to the order of T. P. Robertson two hundred & four $\frac{74}{100}$ dollars, value received, and charge the same to account of—

No. 3. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 639.

(Endorsed:) T. P. Robertson.

$276.89. ROSEDALE, *Oct.* 20, 1883.

At sight pay to the order of T. P. Robinson two hundred & seventy-six $\frac{89}{100}$ dollars, value received, and charge same to account of—

No. 4. GEO. Y. SCOTT.

To Messrs. Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 507.

(Endorsed:) Pay Franks & Reinach. T. P. Robertson. Pay Fader, Frank & Co. Frank & Reinach. Fader, Frank & Co.

$78.15. ROSEDALE, *Oct.* 4, 1883.

At sight pay to the order of T. P. Roberson seventy-eight $\frac{15}{100}$ dollars, value received, and charge the same to account of—

No. 5. GEO. Y. SCOTT.

To Messrs. Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 463.

Endorsed: T. P. Robertson.

Cross-examination waived.

LAMAR & MAYES.

Answers of John A. Robertson to Interrogatories & X Interrogatories.

BROOKS, NEELY & CO.
vs.
GEO. Y. SCOTT & WIFE.

126 Answer to Int. 1st. My name is John A. Robertson; age, 36 years; residence, Hartington, Bolivar county, Mississippi; occupation, merchandising. I am only acquainted with Geo. Y. Scott & his wife.

Answer to Int. 2d. Yes, on both their places—on the McDonald & Burch Places and on the Brazier, Lee, & Sillers Places; employed by Geo. Y. Scott during the years 1884, 1885, & part of 1886.

Answer to Int. 3rd. I was in full charge as manager during the years January 1st, 1884, to July 20, 1886, and my duties were to see to making the crops and settling with the tenants & laborers.

Answer to Int. 4th. I was to receive $800.00 per year for my services, to be paid by Geo. Y. Scott.

Answer to Int. 5th. My contract was not in writing.

Answer to Int. 6th. I was paid about $1,940.00—some cash, some merchandise, & some by draft. I don't now remember exactly how each sum was paid or by whom it was paid. I was paid one draft for $784.00 by Geo. Y. Scott on Fader, Frank & Co., of Memphis, Tenn., and paid some cash by him at the time he gave me this draft. I got merchandise from Mrs. Baldwin's store at Beulah, and settled for same by draft on Geo. Y. Scott.

Answer to Int. 7. The consideration of the draft for $1,500.00 in my favor and for the draft for $300.00 in favor of W. A. Faires were for mules bought of W. A. Faires by me for use on all the plantations. The draft for $190.00 in my favor was given me either in part payment for my services or in payment for mules or cow; I don't remember exactly which.

127 Answer to Int. 8th. Geo. Y. Scott owns the places known as the McDonald & Burch Places, and did own them at the time I was employed as manager. I don't know what personal property he owned. It was my understanding that Geo. Y. Scott & his wife owned the personal property on all the places together. I dont know what interest each had.

Answer to Int. 9th. Geo. Y. Scott bought the plantation supplies to carry on the farming operations on the place of which I was manager.

Answer to Int. 10th. For the first two years, 1884 & 1885, the principal part of the supplies were bought from Flanigan & Co., of St. Louis, Mo.; for 1886 they were bought from different parties.

Answer to Int. 11. They were generally bought in small lots, considering the size of the plantations.

Answer to Int. 12. Shall Yerger preceeded me as manager in 1883 on these plantations, and T. J. Bryan in 1882.

Answer to Int. 13. Geo. Y. Scott has the general management & contracts as owner of all these farms. I don't know how long he has had such management; part since 1882 and part since 1886; I don't know how long as to the balance of them.

Ans. to X Int. 1st. I mean in my answer to direct Int. 13 that Geo. Y. Scott had full management of all these places in employing managers on them, buying supplies for them, renting them, and in the general disposition of them, and that he was so regarded as the owner, although some of the property was known to be his wife's.

J. A. ROBERTSON.

Sworn to & subscribed before me this the 14th day of January, 1887.

J. J. MONTGOMERY, *J. P.*

Filed Jan'y 17, 1887.

G. R. HILL, *Clerk.*

128 BROOKS, NEELY & CO.
vs.
GEO. Y. SCOTT & WIFE.

Answers of T. P. Robertson to Interrogatories.

Answer to Int. 1st. My name is T. P. Robertson; age, 30; occupation, merchandising; place residence, Hartington, Bolivar county, Mississippi.

Answer to Int. 2nd. The drafts mentioned, Nos. 1, 2, 3, 4, 5, respectively, were given me for cotton bought from me by Geo. Y. Scott. No, he has never been indebted to me, except for cotton paid for by these drafts.

Answer to Int. 3rd. I have never been manager for Geo. Y. Scott on any place.

Answer to Int. 4th. I was never employed either by him or his wife. I don't know what property Geo. Y. Scott owns now, but I suppose he owns the place called the Scott Place, near Beulah.

Answer to Int. 5. Never having been employed by either, I don't know.

Answer to Int. 6th. I don't know.

T. P. ROBERTSON.

Sworn to and subscribed before me this 14th day of January, 1887.

J. J. MONTGOMERY, *J. P.*

Filed Jan'y 17th, 1887.

G. R. HILL, *Cl'k.*

In the United States Dist. Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY & CO.
vs.
G. Y. SCOTT *et ux.*

We agree that the deposition of Sills & Co. may be taken upon the annexed interrogatories before any officer authorized to administer an oath, & when so taken may be read on the trial of
129 this cause, subject to objection for irrelevancy & incompetancy only.

MONTGOMERY & SULLIVAN, *For Pl'ffs.*
LAMAR & MAYES, *For Def'ts.*

1. State y'r name, age, occupation, & place of business.
2. Are you a member of the firm of Sells & Co.?
3. What kind of a business do Sells & Co. do?
4. Please state, if you know, whether G. Y. Scott, of Bolivar Co., Miss., ever owed your firm anything. If so, how much & for what?
5. Please state what the drafts which are hereto attached were given for—to pay for what.

the property sent to G. Y. Scott for which these drafts

any letters you may have from G. Y. Scott to y'r answer
stion.

MONTGOMERY & SULLIVAN.

ROSEDALE, MISS., *Dec.* 8, 1884.

order of Sells & Co. three hundred & twenty $\frac{30}{100}$ dol-
eceived, and charge to account of—

GEO. Y. SCOTT.

s, Neely & Co., Memphis, Tenn.

ten across the face:] C. B., 563.

(Endorsed:) C. W. Schutte & C. Sells & Co.

$500.00. ROSEDALE, MISS., *Feb'y* 27, 1885.

Pay to the order of Sells & Co. five hundred dollars, value re-
ived, & charge to account of—

No. 4. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 675.

(Endorsed:) C. W. Seele & Co. Sells & Co.

130 97.50. ROSEDALE, MISS., *Oct.* 26, 1884.

Pay to the order of Sells & Co. ninety-seven $\frac{50}{100}$ dollars, value received, and charge to account of—

No. 1. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 413.

(Endorsed:) C. W. Schutte & Co. Sells & Co.

$250.00. ROSEDALE, MISS., *Jan'y* 25, 1885.

Pay to the order of Sells & Co. two hundred & fifty dollars, value received, and charge to account of—

No. 3. GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 611.

(Endorsed:) C. W. Schutte & Co. Sells & Co.

Cross-examination waived.

LAMAR & MAYES.

STATE OF MISSOURI, }
City of St. Louis. }

In the U. S. District Court, Western Division of the Northern Dist. of Mississippi.

BROOKS, NEELY & CO. }
v.
GEO. Y. SCOTT *et ux.* }

Be it remembered that on the 14th day of January, 1887, before me, Eugene Parmer, a notary public within and for the city of St. Louis and State of Missouri, duly commissioned and qualified for a term ending June 28, 1889, at my office, No. 506 Olive street, in the city of St. Louis, State of Missouri, at the hour of 10 o'clock a. m. of that
131 day, was produced and personally came before me H. A. Smith, a witness in behalf of the plaintiff, and in pursuance of and in compliance with the stipulation hereto annexed, to depose in a certain cause depending in the U. S. district court, western division of the northern district of Mississippi, held at Oxford, in said district, wherein Brooks, Neely & Co. are the plaintiffs and G. Y. Scott *et ux.* are the defendants, and the said H. A. SMITH, being of lawful age and of sound mind, and being by me first carefully examined, cautioned, and duly sworn on his corporal oath to testify the whole truth touching the matters in controversy in said civil cause, deposes and says as follows in answer to the several interrogatories hereto attached and in behalf of the plaintiff as per stipulation of attorneys hereto attached, propounded to him:

1. In answer to the 1st interrogatory he says: My name is H. A. Smith; my age is 46 years; my occupation is that of member of the firm of Sells & Co., of St. Louis, and my place of residence is the city of St. Louis, Missouri.

2. In answer to the 2d interrogatory he says: I am a member of the firm of Sells & Co., of St. Louis, Missouri, wholesale grocers and commission merchants.

3. In answer to 3d interrogatory he says: Wholesale grocers & commission merchants.

4. In answer to the 4th interrogatory he says: G. Y. Scott, of Bolivar Co., Miss., did owe our firm. He owed us at different times in a sum equal to or greater than any one of the drafts hereto attached at the dates given. He owed us for merchandise bought of us.

132 5. In answer to the 5th interrogatory he says: The first draft, dated Oct. 26th, 1884, for $97.50, was sent us by G. Y. Scott, and he writes us credit to account A. M. Baldwin & Co., to cover an indebtedness of A. M. Baldwin & Co. to us. The next draft, dated Dec. 8th, 1884, for $320.30, was sent us by G. Y. Scott, to cover amount due us by A. M. Baldwin & Co. and G. Y. Scott, as per statements rendered them Dec. 1st, 1884. The amount then to be applied on A. M. Baldwin & Co.'s ac't was $240 and to that of G. Y. Scott's ac't was $80.30. The next draft, dated Jan'y 25th, 1885, for $250,

was sent us by G. Y. Scott & to be applied upon his own account. The next draft, dated Feb'y 27, 1885, for $500.00 was sent us by G. Y. Scott & to be credited to his account. He owed us that money at that time. The above drafts were all given for goods purchased of us. These drafts are marked by the notary 1, 2, 3, 4, and I make them part of this my deposition.

6. In answer to the 6th interrogatory he says: The property for which these drafts were given was sent by the usual methods of transportation. If the river was open we sent them in that way; if not, then by rail & boat.

7. In answer to the 7th interrogatory he says: We have such letters, but as they are part of our business record we don't like to part with them. Therefore I cannot attach them.

H. A. SMITH.

Sworn to and subscribed before me on this the 14th day of January, 1887, at the time & place as specified in the caption hereto.

[L. S.] EUGENE PARMER,
Notary Public.

133 CITY OF ST. LOUIS, } ss:
State of Missouri, }

I, Eugene Parmer, a notary public within & for the city and State aforesaid, duly commissioned and qualified as notary public for a term ending June 28th, 1889, do hereby certify that in pursuance of the stipulation hereto attached the foregoing deposition of H. A. Smith was taken before me on the 14th day of January, A. D. 1887, at my office, No. 506 Olive street, in the city of St. Louis, State of Missouri; that when taken was reduced to writing by me at the time and place aforesaid in presence of the said witness (after having been duly sworn by me as aforesaid) and was subscribed by him in my presence after reading over the same.

And I further certify that the Exhibits 1, 2, 3, & 4 were identified by the said witness, and the same were marked as stated by me.

I further certify that the distance from Oxford, State of Mississippi, to the place where the said witness resides is more than 100 miles, and that I am not counsel or attorney to either of the parties in this suit, nor am I in any way whatever interested in the result of this cause.

And I further certify that inasmuch as it is impracticable to deliver this deposition in person to the court, I have retained the same for the purpose of sealing it up and safely and speedily transmitting it by the U. S. mail to the court in which this suit is pending.

Given under my hand & notarial seal, at the city of St. Louis, Missouri, this the 14th day of January, A. D. 1887.

Notary fee, $5.00.

[L. S.] EUGENE PARMER,
Notary Public.

Filed Jan'y 17, 1887.

G. R. HILL, *Cl'k.*

134 In the U. S. Dist. Court, Western Division of Northern Dist. of Mississippi.

BROOKS, NEELY & Co.
v.
G. Y. SCOTT *et ux.*

We agree that the deposition of W. P. Richardson may be taken before any officer authorized to administer an oath upon the following interrogatories, & when so taken may be read in the trial of this cause, subject to exceptions for irrelevancy & incompetency only.

MONTGOMERY & SULLIVAN, *For Pl'ffs.*
LAMAR & MAYES, *For Def'ts.*

1. State your name, age, occupation, & residence.
2. Please state what these drafts hereto affixed were given to you for.
3. If for goods, where were they shipped & to whom? When?
4. Does G. Y. Scott owe you anything? If so, for what, & what is the amount & how secured?
5. Have you ever sold G. Y. Scott any property? If so, what was it? When was it sold?
6. Have you ever lent G. Y. Scott or his wife? If so, when, & how much? For what purpose? How was it secured? Has it been paid; &, if so, by whom & when?

MONTGOMERY & SULLIVAN.

$255.00. ROSEDALE, MISS., *Dec.* 30, 1884.

Pay to the order of W. P. Richardson two hundred & fifty-five dollars, value received, and charge to accoun- of—

GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 561.

135 (Endorsed:) W. P. Richardson. Pay W. C. McClure, cashier, or order, for coll'n First Nat'l Bank, Vicksburg, Miss. W. S. Jones, c'h.

$500.00. ROSEDALE, MISS., *Dec.* 20, 1884.

Pay to the order of W. P. Richardson five hundred dollars, value received, and charge to account of—

GEO. Y. SCOTT.

To Brooks, Neely & Co., Memphis, Tenn.

[Written across the face:] C. B., 545.

(Endorsed:) W. P. Richardson. Pay W. C. McClure, cashier, or order, for coll'n First Nat'l Bank, Vicksburg, Miss. W. S. Jones, c'h.

Cross-examination waived.

LAMAR & MAYES.

In obedience to the agreement annexed to the foregoing interrogatories, I, Chas. Lehman, clerk of the circuit court of Warren county, Mississippi, caused W. P. RICHARDSON to come before me, at my office, in the city of Vicksburg, on the 20 Jan., 1887, who, being first sworn according to law, in answer to the interrogatories to him replied as follows:

Ans. to Int. 1. W. P. Richardson; 37 years; merchant; Vicksburg, Miss.

Ans. to Int. 2. For money loaned.

Ans. to Int. 3. I loaned him cash. I know not what he
136 did with it. I think I let him have the money about the latter part of 1883; do not remember the exact time.

Ans. to Int. 4. Yes; for this money loaned, except what has been paid, I have no security. The whole thing, including interest, makes my account against him about $2,000.00.

Ans. to Int. 5. Not a dime's worth.

Ans. to Int. 6. I lent G. Y. Scott, as above mentioned, I think, $3,500.00. I don't know for what purpose; no security now. It was first secured by some Bolivar Co. warrants. These warrants were returned him before the note became due. All has been paid except about $2,000.00. Payments were made by G. Y. Scott in 1884, to the best of my recollection.

W. P. RICHARDSON.

Sworn to & subscribed before me this 20th day of Jan., 1887.

CHAS. LEHMAN, *Clk.*
[L. S.] W. B. BANKS, *D. C.*

Costs, $3.50.

I, Chas. Lehman, clerk of the circuit court of Warren county, Mississippi, hereby certify that W. P. Richardson came before me at my office, and, being duly sworn according to law, made the foregoing answers to the interrogatories herein contained, which were reduced to writing by me in his presence, and that afterwards I read over to him the interrogat-ies and the answers thereto, which were again sworn to and subscribed by him in my presence.

Witness my hand & seal of said court this 20 day of January, 1887.

CHAS. LEHMAN, *Clk.*
W. B. BANKS, *D. C.*

Filed & opened July 5, 1887.

G. R. HILL, *Clk.*

137 The President of the United States, to any notary public or U. S. commissioner in the State of Arkansas, Greeting:

Know ye that in confidence of your prudence and fidelity you have been appointed, and by these presents you are invested with full power and authority, to examine W. H. Martin, of Hot Springs, Ark., on his corporal oath, as a witness in a case depending in the district court of the United States for the western division of the

northern district of Mississippi, wherein Brooks, Neely & Co. are complainants and Geo. Y. Scott *et ux.* are defendants, on the part of the complainants, upon the interrogatories annexed to this commission; and therefore you are hereby commanded that, at certain days and places to be appointed by you for that purpose, you do cause the said W. H. Martin to come before you, and then and there examine him on oath upon the said interrogatories, and that you take such examination and reduce the same into writing and return the same annexed to this writ, closed up under your seal, into the said district court, before the judge thereof, with all convenient speed, at Oxford, Miss.

S'l of C't. Witness Hon. R. A. Hill, judge of said court, and seal thereof, at Oxford, the first Monday of Dec., 1886.

Issued 24 day of May, 1887.

G. R. HILL, *Clerk.*

138 In the U. S. Dist. Court, Western Division of the Northern District of Mississippi.

BROOKS, NEELY & Co.
vs.
GEO. Y. SCOTT *et ux.*

To the defendants in this cause or their att'ys of record, E. Mayes & Chas. Scott:

Please take notice that the complainants in this cause have this day filed certain interrogatories in this cause to be propounded to W. H. Martin, of Hot Springs, Ark., and that ten days after the service of notice on you of this notice & a copy of said interrogatories complainants will apply to said court for a comission to issue to take said W. H. Marten's deposition before a U. S. com'r or notary public at Hot Springs, Ark., upon said interrogatories and such cross-interrogatories as you may file herein.

MONTGOMERY & SULLIVAN,
For Compl'ts.

Interrogatories to be Propounded to W. H. Martin.

1. What is your age, occupation, & place of residence?
2. What business were you engaged in in 1884, 1885, 1886?
3. Do you know Geo. Y. Scott, of Rosedale, Miss.; if so, how long have you known him?
4. Do you remember a conversation had with Geo. Y. Scott in regard to his financial condition; if so, when was it; where was it; who was present; what was your object in having this conversation?
5. State fully all that passed & all about it.

MONTGOMERY & SULLIVAN,
Compl'ts' Sol's.

Executed May 13th, 1887, by handing Edward Mayes, in person, a true copy of these interrogatories & notice.

J. M. LEDDELL, *U. S. M.*,
By A. G. SMITH, *Deputy.*

Mar. fees, $2.50.

Filed May 13, 1887.

G. R. HILL, *Clerk.*

STATE OF ARKANSAS, } ss:
County of Garland, }

Be it remembered that on this 27th day of May, A. D. 1887, by virtue and in pursuance of a commission, to me directed from the district court of the United States for the western division of the northern district of the State of Mississippi, to take the deposition of W. H. Martin, of the city of Hot Springs, county of Garland and State of Arkansas, as aforesaid, a witness for the complainant in a certain case therein pending, wherein Brooks, Neely & Co. are complainants and Geo. Y. Scott *et ux.* are defendants, on the interrogatories annexed to and accompanying the said commission, I caused the said W. H. MARTIN, a person of sound mind and over twenty-one years of age, to come before me, at my office in Hot Springs, State of Arkansas, and said Martin, being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth in answer to said interrogatories, did depose and say:

In answer to interrogatory first:

1. My name is William H. Martin; my age is twenty-four years; my occupation is that of a lawyer, and my place of residence is Hot Springs, Garland county, Arkansas.

In answer to the second interrogatory the witness says:

(2.) In the years 1884, 1885, and 1886, inclusive, I was in
140 the employ of R. G. Dun and Company, at Memphis, Tennessee, in the capacity of a reporter most of the time.

In answer to the third interrogatory the witness says:

(3.) I am acquainted with George Y. Scott, of Rosedale, Mississippi, and have known him since the early part of 1886.

In answer to the fourth interrogatory the witness says:

(4.) I do remember a conversation that I had with George Y. Scott, in which his financial condition came under discussion. This conversation occurred in the early part of the year 1886 in the sheriff's office at Rosedale, Mississippi. I do not think anybody was present besides Scott and myself, except Jeff. Montgomery and, possibly, Ed. Moore. I know that Montgomery was present, but am not sure whether Moore was or not. The consideration was begun by Scott and came about in this way: Mr. Montgomery was assisting me to gather some information from the records in the sheriff's office at Rosedale concerning the value of real estate in Bolivar county, Mississippi, owned by various merchants residing and doing business in said Bolivar county. This information was to be used by me as the reporter of R. G. Dun & Co. in determining the rating

and basis for credit to which the said merchants were entitled. Mr. Scott, being present and knowing the nature of my business and its object, began the conversation by asking me how R. G. Dun & Co. rated certain business men and firms in Bolivar county. I knew that Mr. Scott was acquainted with the nature of my business, because he asked me if I was reporting for R. G. Dun & Co.,
141 and I had told him that I was. I had not sought to have any conversation whatever with Mr. Scott. He began it as aforesaid.

In answer to fifth interrogatory the witness says:

(5.) As above stated, Mr. Scott inquired of me as to how several business men and firms in Bolivar county were rated. I gave him such answers as I deemed advisable, and after a time he asked me how he was rated. To this I replied that for some cause which I did not remember his rating had been removed from the books of R. G. Dun & Co. and was at that time blank. I also told him that I would be pleased to have him give me a statement of his financial condition and that I would make a proper use of same in writing my report of him. To this he replied that I might tell parties who enquired that he owned no property, but that he did have a rich wife. My recollection on this point is very clear, as the novelty of the avowal impressed itself upon me. This is the substance of the conversation I had with Mr. Scott and all that I can remember.

WM. H. MARTIN.

Subscribed and sworn to before me this 27th day of May, A. D. 1887.

S. P. VAN PATTEN,
Notary Public.

STATE OF ARKANSAS, }
County of Garland, } *ss:*

I, S. P. Van Patten, a notary public within and for the county and State aforesaid, duly commissioned and acting as such, specially appointed a commissioner in the cause styled in the caption of the foregoing deposition to take the deposition of Wm. H. Marten,
142 a witness for the complainants in said cause, do hereby certify that I caused to come before me the said W. H. Martin, at Hot Springs, in the State of Arkansas, and the said W. H. Martin, being by me first duly cautioned, sworn, and examined to speak the truth, the whole truth, and nothing but the truth in answer to said interrogatories, did give the foregoing deposition; that the answers of the said W. H. Martin were by me reduced to writing in the presence of the said witnesses and by me carefully read to and thoroughly understood by said witness as his deposition in said cause; that he signed the same as his deposition in my presence; that the questions propounded to said witness and to which he has answered are the direct interrogatories accompanying said commission; that said deposition has in no manner been changed or altered since the same was subscribed by said witness, but that the same has remained in my possession up to the time of sealing the same and delivering the same to the post-office, directed to the clerk of said court.

In witness whereof I have hereunto set my hand and [L. S.] affixed my official seal this 27th day of May, A. D. 1887, at Hot Springs, Arkansas.

S. P. VAN PATTEN,
Notary Public.

Filed June 6, 1887, & opened.

G. R. HILL, *Cl'k.*

Filed July 28, 1887.

G. R. HILL, *Cl'k.*

143 In the United States District Court, Western Division of the Northern District of Miss.

BROOKS, NEELY & CO.
vs.
GEO. Y. SCOTT *et ux.*

To the defendants in this cause or their attorneys of record:

Please take notice that we have this day filed in said court with the clerk thereof in said cause interrogatories for the following-named witnesses to answer, to wit, Geo. Newsom, Jeff. D. Leech, & Stanley [illegible]cocke, all of Bolivar county, Miss., & Chas. B. Bowling. Ten days after the service of notice of said filing on you we will proceed to sue out a commission to take the depositions of said witnesses on said interrogatories, before which time you may file cross-interrogatories if you so desire.

July 8, '87.

BROOKS, NEELY & CO., *Compl'ts,*
By MONTGOMERY & SULLIVAN,
Sol's for Compl'ts.

Interrogation No. 1. State your name, residence, age, and occupation.

Interrogation No. 2. Are you acquainted with the parties to this suit; if so, are you interested in said suit?

Interrogation No. 3. Were you ever manager for G. Y. Scott, of Bolivar county, Miss., on any of his places; if so, when? What places were you manager on? How long were you there as manager?

Interrogation No. 4. If you were manager for G. Y. Scott state how many different tracts of land comprised "Scotland plantation," whether they were all under one general place, whether the crops were all ginned at the same gin & what became of the crops, who furnished the hands on the place, & in whose name the entire plantation was managed, carried on, and controlled.

Interrogation No. 5. Did you ever sell any land or tract of land in Bolivar county, Miss., to G. Y. Scott; if so, when did you
144 sell it? How many acres? To whom was the deed made & who was present at the time?

Inter. 6. If you say you sold G. Y. Scott 80 acres of land or any other number of acres for $500 or any other sum, then please state

who paid you for the land. Was it paid in cash or a draft or merchandise or how? State exactly the purchase price & who paid it and how and when.

Inter. 7. If this deed was made to Mrs. G. Y. Scott & not to G. Y. Scott, then please state whether at the time G. Y. Scott bought it from you he said anything about who he was buying for and why he wanted the title placed in his wife's name. If he did state anything on this subject, now state what he did say fully and in detail.

Inter. 8. If you did so sell any land, was there any mortgage or trust deed on it? If yea, who assumed the payment of the mortgage or trust deed, to whom was it due, who paid it, & how was it paid—in cash or draft or otherwise—& when?

Inter. 9. Do you know of any other matter or thing which would be of benefit or advantage to either of the parties to this cause which is material to the issue involved? If so, please now set forth the same fully and at large, just as if specifically interrogated.

MONTGOMERY & SULLIVAN,
Sol's for Compl'ts.

NOTE.—Int. 1, 2, 3, 4, 9 to be propounded to Geo. Newsom; Int. 1, 2, 5, 6, 7, 8, 9 to Stanley H. Peacocke & Jeff. D. Leech.

MONTGOMERY & SULLIVAN,
Sol's for Complainants.

Int. to Chas. B. Bowling:

Int. No. 1. State your name, age, residence, & occupation.

Int. No. 2. Are you a party to this suit? If not, are you acquainted with G. Y. Scott & wife?

145 Int. No. 3. Did you ever hold a note signed by G. Y. & Lottie M. Scott? If so, for what amount, what was it given for, who was it signed by, how did you get possession of it, has anything been paid on it? If so, when was it paid, how paid—by draft or otherwise? If by draft, whose draft was it, who was drawer, drawee, and by whom was it paid? Was the draft signed by G. Y. Scott as sheriff & tax collector?

Int. No. 4. Who was the note originally payable to & what did the note represent?

Int. No. 5. State whether you know anything further which would be of benefit or advantage to either of the parties to this case — material to the issue; if so, set it forth freely and at large.

MONTGOMERY & SULLIVAN,
Sol's for Complainants.

Filed July 8th, 1887.

G. R. HILL, *Clerk.*

The President of the United States to E. H. Moore, U. S. comm'r, Rosedale, Miss., Greeting:

Know ye that in confidence of your prudence and fidelity you have been appointed and by these presents you are invested with full power and authority to examine Geo. Newsom, Jeff. D. Leech,

& Stanley H. Peacocke & Chas. B. Bowling (of Bolivar county, Miss.) on their corporal oaths as witnesses in a case depending in the district court of the United States for the northern district of Mississippi, wherein Brooks, Neely & Co. are plaintiffs and Geo. Y. Scott *et ux.* are defendants, on the part of the compl'ts, upon the interrogatories annexed to this commission; and therefore you are hereby commanded that at certain days and places, to be appointed by you for that purpose, you do cause the said Geo. Newsom or Jeff. D. Leach, Stanley H. Peacock, & Chas. B. Bowling to come before you, and then and there examine them on oath upon the said interrogatories, and that you take such examination and reduce the same
146 into writing, and return the same annexed to this writ, closed up under your seal, into the said district court before the judge thereof with all convenient speed, at Oxford, Miss.

Witness Hon. R. A. Hill, judge of said court, and seal thereof, at Oxford, the first Monday of June, 1887. Issued 21 day of July, 1887.

[SEAL.] G. R. HILL, *Clerk.*

The said JEFF. D. LEECH, being first duly — and sworn as aforesaid, deposed as follows, to wit:

Ans. to Int. 1. My name is Jeff. D. Leech; 25 years of age; live in Bolivar Co., Miss., and am a farmer.

Ans. to Int. 2. I do not know any of the complainants. I do not know Mrs. Lottie M. Scott, but do know Geo. Y. Scott. I have no interest in the result of this suit.

Ans. to Int. 5. In January, 1886, I sold to Geo. Y. Scott 80 acres of land in Bolivar county, Miss. When I say I sold to Geo. Y. Scott I mean that I made the trade entirely with him, but I conveyed the land to his wife, though I never saw her or had any conversation with her in reference to the matter. The deed was executed at the court-house in said county. No one was present but Geo. Y. Scott, myself, and the officer who took my acknowledgement.

Ans. to Int. 6. Geo. Y. Scott paid me $500 for the land sold by me, as stated in the last preceding answer. The said $500 was paid to me as follows, to wit: Cash at time of delivery of deed, in currency, $100. About 190 more was paid at the same time by Geo. Y. Scott's draft in my favor, payable in 90 days, on A. M. Baldwin & Co., of Beulah, Miss., which said draft was paid when due. The balance of the purchase-money (about 210) was paid as follows, viz: Charles Scott, Esqr., brother of Geo. Y. Scott, held for collec-
147 tion from me a claim for about the said amount of $210, and when the said deed was delivered Geo. Y. Scott assumed all my liability under said claim, which amounted with me to a cash payment to that extent, the said att'y consenting to look to Geo. Y. Scott for payment.

Ans. to Int. 7. Geo. Y. Scott said nothing to me about who he was buying for, and said nothing about taking the deed to his wife. He drew the deed himself, made the payment as stated in answer to last preceding interrogatory, and I executed and delivered the deed.

Ans. to Inter. 8. There was an incumbrance in trust deed on said 80 acres of land for money loaned me by the —— Banking Co., but

all liability under that trust deed had been prior to said trade with Geo. Y. Scott assumed by Mr. Charles Scott as just consideration for land before that time sold by me to him, Mr. Charles Scott.

Ans. to Int. 9. I know nothing else material to or of benefit to either party to this cause.

J. D. LEECH.

Sworn to and subscribed before me this 27 day of July, 1887.

E. H. MOORE, *U. S. Com'r.*

UNITED STATES OF AMERICA:

In U. S. District Court, Western Division of the Northern District for the State of Mississippi.

BROOKS, NEELY & Co. *vs.* GEO. Y. SCOTT *et ux.* } In Equity. # 323.

Be it remembered that on this the 27 day of July, 1887, by virtue and in pursuance of a commission, to me directed as United States commissioner from the United States district court for the western division of the northern district of the State of Mississippi, to take the deposition of George Newsom, Jeff. D. Leech, Stanley H. Peacocke, and Charles B. Bowling, of Bolivar county, Miss., witnesses for the complainants in a cause pending on the equity docket of said court, wherein Brooks, Neely & Co. are complainants
148 and Geo. Y. Scott *et ux.* are defendants, on the interrogatories annexed to and accompanying said commission (there being no cross-interrogatories), I caused the said George Newsom, Jeff. D. Leech, and Stanley H. Peacocke, all persons of sound mind and upwards of twenty-one years of age, to come before me at my office, in the town of Rosedale, in said county and State, the said Bowling not being found, and they, the said George Newsom, Jeff. D. Leech, and Stanley H. Peacocke, being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, in answer to the said interrogatories (there being no cross-interrogatories) did depose and say as follows, to wit: The said STANLEY H. PEACOCKE, being first duly sworn and cautioned as aforesaid, deposed as follows, to wit:

Ans. to Int. 1. My name is S. H. Peacock; am 33 years of age; am a farmer & live in Bolivar county, Mississippi.

Ans. to Int. 2nd. I do not know any of the complainants. I do know Lottie M. Scott and Geo. Y. Scott. I have no interest in the result of this suit.

Ans. to Int. 5. Myself, my wife, and her brother, John C. Miller, sold to Geo. Y. Scott a plantation known as the "Miller Place," containing about 135 acres of cleared land and eighty acres of woodland. None of the grantors ever had any conversation with Mrs. Lottie Scott about the trade. The trade and deed were made in January, 1886. The deed was drawn by Geo. Y. Scott, in Rosedale, in said county, and we acknowledged it before a justice of the pea ce

The justice of the peace went to my house, about 4 miles from Rosedale, after Geo. Y. Scott had drawn the deed, and took the acknowledgment of each grantor, and I then took the deed to Geo.
149 Y. Scott. No one was present when the deed was acknowledged except the justice of the peace & the grantors, and no one was present when the deed was delivered but Mr. Geo. Y. Scott & myself.

Ans. to Int. 6. The "Miller Place" was sold for $8,000 by myself and wife and her brother, as before stated, $2,500 of which was to be paid to Frank & Reinach in settlement of an indebtedness myself, wife, and her brother owed to them; five hundred dollars was paid in cash to the grantors in said deed by Geo. Y. Scott, $200 of which said cash payment was paid to me in currency by said Geo. Y. Scott, and the remaining three hundred dollars ($300) was paid by Geo. Y. Scott's draft in my favor. I cannot now state upon whom said draft was drawn. As a part of the purchase-money for said Miller Place, Geo. Y. Scott furnished me with supplies to the value of $250; said supplies were ordered from Memphis for me by Geo. Y. Scott. The balance of the purchase-money was evidenced by 4 notes of Lottie M. Scott, payable 1st days of January, 1887, 1888, 1889, & 1890, respectively, and bear interest of 6 per cent. per annum.

Ans. to Int. 7th. Geo. Y. Scott only stated that he wanted the deed made to his wife & that she would sign the notes. He said nothing else about it.

Ans. to Int. 8. When the Miller Place was sold, as already stated, Frank & Reinach held a trust deed on it for am't $2,500, which Geo. Y. Scott agreed to pay off as part of the purchase-money of the said $2,500 incumbrance; $750 was paid by Geo. Y. Scott to Frank & Reinach when the trade was closed. Another payment has since been made. I cannot say how said payments were made.

Ans. to Int. 9th. I know nothing else of benefit or material to either party.

S. H. PEACOCKE.

Sworn to and subscribed to before me this 27th d[illegible] of
150 Jan'y, 1887.

E. H. MOORE, *U. S. Com'r.*

The [illegible] NEWSOM, being first duly sworn and cautioned as [illegible] as follows, to wit:

[illegible] Geo. R. Newsom; 43 years old; live at Rosedale, [illegible] am a farmer.

[illegible] not know any of the complainants. I have [illegible]ts since 1873. I have no interest in the result

[illegible]as manager for Geo. Y. Scott and his brother, [illegible]has. & Geo. Y. Scott, in 1877, 1878, & 1879. I [illegible]land plantation," then composed of the Brazier [illegible]o. Place, the Siller Place, and the Lee Place. [illegible]ave in preceding answer named the places com-

prising "Scotland" when I managed the plantation. All of the places named were under one fence. All the crops of cotton were ginned at same gin and shipped per account of Chas. and Geo. Y. Scott. Chas. & Geo. Y. Scott furnished the hands, and the entire plantation was controlled in name of Chas. & Geo. Y. Scott.

Ans. to Int. 9. I know nothing else of benefit or material to either party to this cause.

G. R. NEWSOM.

Sworn to and subscribed before me this 27 day of July, 1887.

E. H. MOORE, *U. S. Com'r.*

UNITED STATES OF AMERICA,
Northern District, Western Division of the State of Mississippi.

THE STATE OF MISSISSIPPI,
Bolivar County.

I, E. H. Moore, U. S. commissioner appointed in the case styled in the caption to the foregoing depositions to take the testimony of George Newsom, Jeff. D. Leech, Stanley H. Peacocke, and Charles B. Bowling, witnesses for complainants in said cause, do
151 hereby certify that I caused to come before me, at my office, in the town of Rosedale, in said county and State, the said Geo. Newsom, Jeff. D. Leech, and Stanley H. Peacocke (the said Bowling not being found), and they, being each separately by me first duly cautioned & sworn and examined to speak the truth, the whole truth, and nothing but the truth in answer to said interrogatories (there being no cross-interrogatories), did give the foregoing depositions; that the answers of the said Newsom, Leech, and Peacocke were by me reduced to writing in the presence of the said witness testifying, and were by me carefully reduced to writing, read to and thoroughly understood by the said witness testifying as aforesaid as his deposition in said cause, and that he signed the same as his deposition in my presence, and that the questions propounded to said witnesses and which they have answered are the direct interrogatories (there being no cross-interrogatories) accompanying said commission, and that the said depositions have in no manner been changed or altered since the same were subscribed by said witnesses, but that the same were in my possession up to the time of sealing and delivering the same to the post office (postage fully prepaid), directed to the clerk of said court.

In witness whereof I hereunto set my hand this the 28 day of July, 1887.

E. H. MOORE, *U. S. Com'r.*

Filed July 30th, 1887.

G. R. HILL, *Clerk.*

152 The President of the United States to —— —— or any U. S. commissioner:

Know ye that, in confidence of your prudence and fidelity, you have been appointed and by these presents you are invested

with full power and authority to examine H. M. Neely, of Memphis, Tenn., on his corporal oath, as a witness in a case depending in the district court of the United States for the western division of the northern district of Mississippi, wherein Brooks, Neely & Co. are complainants and Geo. Y. Scott *et ux.*, defendants, on the part of the complainants, upon the interrogatories annexed to this commission, and therefore you are hereby commanded that at certain days and places, to be appointed by you for that purpose, you do cause the said H. M. Neely to come before you and then and there examine him on oath upon the said interrogatories, and that you take such examination and reduce the same into writing and return the same annexed to this writ, closed up under your seal, into the said district court, before the judge thereof, with all convenient speed, at Oxford, Miss.

Witness Hon. R. A. Hill, judge of said court, and seal [SEAL.] thereof, at Oxford, the first Monday of Dec., 1886. Issued 24 day of May, 1887.

G. R. HILL, *Clerk.*

To the United States District Court, Western Division of the Northern Dist. of Mississippi.

BROOKS, NEALY & Co., Compl'ts,
vs.
GEO. Y. SCOTT *et ux.*, Def'ts. } No. 323.

To the defendants in this cause or their atty's of record, E. Mayes & Chas. Scott:

You will take notice that ten days after the service of a copy of this notice and a copy of the interrogatories which we have this day filed in this cause in the office of the clerk of this court *for* a commission *to* issue to a United States commissioner in Memphis, Tennessee, to take the deposition of H. M. Neely. You are at liberty to cross said interrogatories before issuance of said commission if you so desire.

MONTGOMERY & SULLIVAN.

153 *Interrogatories to be Propounded to H. M. Neely, a Witness for Complainants.*

Int. 1. State your name, age, residence, occupation, & whether you are a party to this suit.

Int. 2. State how long you have known Geo. Y. Scott & his wife, & how well—slightly or well.

Int. 3. State how the indebtedness sued upon in this case was contracted & what led to it, & why the money and goods were advanced & sold to the defendants.

Int. 4. State who has charge of the credit department of the business of Brooks, Neely & Co. & arranges for all advances.

Int. 5. Please note in detail what each item is for which is due you & sued for in this case.

Int. 6. Did you ever visit Rosedale to look after the debt sued on; if so, when? What occurred there? Who was present? What was said & done by Geo. Y. Scott, yourself, & Col. Montgomery? State fully.

Int. 7. Was any offer of settlement ever made before suit? If so, state fully what it was, & whether accepted; &, if not, why not? Who made it, when, what was said, and who was present?

Int. 8. Were the firm of Brooks, Neely & Co. looking for payment of the money or cotton? If in cotton, from whence did they expect it? Did they know of any plantations owned by defendant? If so, were any plantation supplies furnished therefor? If so, how much was furnished?

Int. 9. How much of the sum so furnished still remains due?

Int. 10. To what did your firm look for payment—the proceeds of the crops of cotton raised on the plantations of defendants or otherwise? State exactly and fully.

Int. 11. Did you know that all or nearly all the property in Bolivar county which was supposed to be owned by Geo. Y.
154 Scott was his wife's?

Int. 12. Did you see Mrs. Scott often during the transaction of the debt sued on? If so, where; how often? Did she or he ever say anything to you before this suit about the property or any part of it belonging to Mrs. Scott?

Int. 13. State whether you know of all the credits which appear on the accounts sued on. If yea, where did the money & drafts come from which you credit to the account? Give all you know on this subject.

Int. 14. If you paid any drafts of Geo. Y. Scott which are charged in the account state, if you know, what those drafts were given for—in payment of what. State fully and in detail.

Int. 15. If you paid any other acc'ts or any drafts for horses or mules state when and how much it amounts to—the sum or sums so paid.

Int. 16. State now anything further you may know of benefit to either party to this suit, if you know anything material to the issue or touching the matter in controversy, fully and at large.

MONTGOMERY & SULLIVAN.

Executed May 12th, 1887, by handing Edward Mayes, in person, a true copy of these interrogatories & notice.

J. M. LIDDELL, *U. S. M.*,
By A. G. SMITH, *Deputy.*

Filed May 12, 1887.

G. R. HILL, *Clerk.*

UNITED STATES OF AMERICA, }
District of West Tennessee. }

Be it remembered that on this 31st day of May, A. D. 1887, by virtue of the commission hereunto annexed, issued out of the district court of the United States for the western division of the northern district of Mississippi, in a certain cause therein pending, wherein

Brooks, Neely & Co. are complainants and Geo. Y. Scott *et ux.* are defendantsd, I cause H. M. NEELY, a witness for complainants named in said commission, to come before me, at my office, in the
155 city of Memphis, county of Shelby, and State of Tennessee; and the said H. M. Neely, being a person of sound mind and upwards of twenty-one years of age and being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to said commission annexed, did depose and say as follows:

In Ans. to 1st Int'y. My name is H. M. Neely; age, 53 years; by occupation a merchant, and, as a member of the firm of Brooks, Neely & Co., am interested in the suit against Geo. Y. Scott and wife.

In Ans. to 2nd Int'y. I know both very well; do not remember the date of our acquaintance, but will say six or seven years; have been for weeks at a time in the same hotel with Mrs. Scott.

In Ans. to the 3rd Int'y. Upon application of Geo. Y. Scott to run his farms in Bolivar county, Miss., Brooks, Neely & Co. agreed to give the credit, and he agreed to ship them his cotton or a sufficiency to cover his indebtedness to them.

In Ans. to 4th Int'y. Any member of the firm can arrange for credits, but I did it with Mr. Scott.

In Ans. to 5th Int'y. For answer to this int'y I refer to the itemized account filed in this cause, which reports as fully as I can.

In Ans. to 6 Int'y. Learning that Mr. Scott was shipping his cotton freely to other parties, I became uneasy, and called on him at Rosedale, about December 1st, 1885, for the purpose of inducing him to ship his cotton to pay us, as per agreement. My visit was very encouraging. He admitted that he had been shipping to other parties, but said that he still had plenty of cotton on hand, and would begin at once and ship to Brooks, Neely & Co. till they were entirely satisfied. He was very firm in this promise, and I believed that he would keep it. I took an excellent supper with him at the house of his
156 brother Charles, and left for home that night. We received seven bales of cotton from him on that trip of the boat, and his shipments to us then stopped. I went to see him again several weeks afterwards for the purpose of getting a settlement and had a talk with him in the presence of Col. F. A. Montgomery in the latter's office. He, Scott, proposed that if we would make an aditional advance of ten thousand dollars in cash he would secure that and the debt due by giving a mortgage on his mules, about sixty in number, and his cotton crop. He said the crop and mules belonged to him. In answer to questions, said he did not know whether the mules were assessed to him or his wife, and that he paid no rent for the farms. He said his wife would not join him in a mortgage and he would not request it. I declined this proposition because the security was insufficient and doubtful, but agreed to accept it if his wife would join in the mortgage and let it cover the real estate. I then made the following propositions: 1st, that we would advance him six thousand dollars in cash and take mortgage on mules and

crop. He rejected this, stating that six thousand dollars were not sufficient for his wants. I then proposed a compromise and told him I would cancel the note we held against him for $2,000.00 if he and his wife would give their notes, payable in one and two years, to settle the open account. This proposition he also rejected, and we separated.

In Ans. to 7th Int'y. The offers of settlement set out in my answer to 6th Int'y were made before suit. The offer to advance $6,000 had been made by Col. Montgomery some time before my last visit to Rosedale.

In Ans. to 8th Int'y. The firm expected payment to be made by shipments of cotton raised on the plantations owned by defendants in Bolivar county, Miss. During the running of the accounts we furnished plantation supplies to the amount of $2,243.33 and
157 cash, $44,726.00, aggregating $46,969.33, not including interest, and also not including a draft of B. J. Clay for $533.16, and also a draft of T. R. McGuire for $30.00, which had been sent to us by Scott and credited to his account, but which were charged back to him because they were not paid.

In Ans. to 9th Int'y. Of the sum furnished by us there remains unpaid one note for $2,000.00 and an open account amounting to $7,658.98.

In Ans. to 10th Int'y. We looked to the proceeds of the cotton crops raised on plantations of defendants alone for payment. It was a distinct understanding with Mr. Scott that if we would advance him goods and money he would cover with cotton, to be sold by us on commission, and the promise of the shipment of the cotton was the consideration that induced us to make the advances.

In Ans. to 11th Int'y. I believed it all to belong to Mr. Scott and did not know differently till this debt was contracted.

In Ans. to 12 Int'y. I can't say how often I saw Mrs. Scott, but very often, and talked with her. We were both living in the Peabody Hotel, in Memphis, for weeks. She made several long stops at the Peabody while I lived there. Neither Mr. Scott or his wife ever intimated that she owned any property in her own right.

In Ans. to 13 Int'y. Credits given for cotton sold on the account sued on explain themselves. Below I give a list of the drafts paid by us where the name of the drawer is known to me, to wit:

D. G. Pepper, on Richardson & May	$44 38
Frank & Reinach, on Fader, Frank & Co.	44 83
F. R. Garner, on Guyoso Oil Co.	288 32
J. H. Briscoe, on Richardson & May	51 00
Frank & Co., on Fader, Frank & Co.	50 00
158 Blanton Duncan, on Schwartz & Co.	129 92
T. A. Devine, on R. Hazlehurst, ass't tr.	1,453 46
T. A. Devine, on R. Hazlehurst, ass't tr.	218 00
D. G. Pepper, on E. Richardson	75 20
W. P. Richardson, on Richardson & May	140 00
Jno. Eldridge, on Hill, Fontaine & Co.	297 24
McClelland & King, on Porter & Macrae	377 54

Geo. Prentiss & Co., on Geo. L. Hemper & Co.		$112 24
O. G. McGuire, on Arnold & Co.		45 00
Geo. Y. Scott (taxes), on McCutchen & Co.		58 65
J. B. Walton, on Thos. H. Allen & Co.		244 35
E. H. Moore, on Fader, Frank & Co.		40 00
Geo. Y. Scott (taxes), on B. J. Clay (not paid)		533 16
Geo. Y. Scott, cash sent by str. Kate Adams		1,400 00
E. H. Moore, on Geo. D. May		67 76
Frank & Co., on J. B. Lallande		200 00
Geo. Y. Scott (taxes), on F. M. White, Jr.		99 02
C. T. Mason, on Shattuck & Huffman		50 00
Walter Sillers, on Gordon, Bros. & Co.		8 40
E. C. Field, on Jno. T. Hardie & Co.		247 80
B. C. Johnson, on B. J. Clay		44 25
G. Y. Scott, on Blakeman & Co.		4 80
O. G. McGuire, on Geo. Arnold & Co.		60 00
E. H. Moore, on J. W. Lyman & Co.		92 50
Chas. Scott, on Manhattan B'k		108 22
W. A. Jenkins, on Wilkerson & Co.		8 00
Chas. Scott, on Manhattan B'k		500 00
T. R. McGuire, on J. H. Stafford & Co. (not paid)		30 00
Geo. Scott, on B'k of Greenville		45 85
Geo. Y. Scott, cash sent by str. Kate Adams		140 00
T. R. McGuire, on Fader, Frank & Co.		95 00
159 Geo. Y. Scott, on Fader, Frank & Co.		60 33
Geo. Y. Scott's note, unpaid		2,000 00

The foregoing drafts and money came to us in the usual course of business from Geo. Y. Scott. There were other drafts paid besides those mentioned, but I have only shown such as I could give the names of the drawers of all the drafts sent us, however, and all the cash also, is shown on the itemized account filed in this cause.

In Ans. to 14th Int'y. I cannot say for what the drafts were given.

In Ans. to 15th Int'y. The sums of $1,500.00 and $300.00, charged Feb'y 17, 1885, were in payment for mules bought of W. A. Faires by Jno. C. Robertson, agent or manager for Mr. Scott. I don't know of any other mules we paid for.

In Ans. to 16th Int'y. I will state that in the beginning of the year 1885, standing in front of the Peabody Hotel, in Memphis, making arrangements with Mr. Scott for the year, I objected to the large proportion of the amount to be advanced—he required in cash—and his reply was he would need that amount in money to pay for labor and other expenses; that he was farming on a large scale and could not get on with less money. Our business intercourse with Mr. Scott was always pleasant. He made no complaints of our manner of business and never disputed any part of the account in suit.

& further deponent saith not.

H. M. NEELY.

Sworn to and subscribed before me May 31, 1887.

HUNSDEN CARY,
U. S. Commissioner, Dist. of West Tenn.

UNITED STATES OF AMERICA, }
District of West Tennessee. }

I, Hunsdon Cary, a commissioner of the circuit court of the United States for the district aforesaid, duly appointed and commissioned, do hereby certify that I caused to come before me the said H. M. Neely, at my office, in the city of Memphis, in the district aforesaid, and he, being by me first duly sworn and cautioned to
160 speak the truth, the whole truth, and nothing but the truth in answer to the annexed interrogatories and examined upon the same, did give the foregoing deposition; that his answers were by me reduced to writing in his presence and were by me carefully read to and thoroughly understood by the witness as his deposition in said cause; that he signed the same as his deposition in my presence; that the questions put to and answered by him are the interrogatories accompanying the commission and annexed hereto; that said deposition has in no manner been changed or altered since the same was subscribed by said witness, but the same has remained in my possession up to the time of sealing the same and delivering the same to the post office, directed to the clerk of said court.

Witness my hand and official seal this May 31, 1887.

HUNSDON CARY,
U. S. Commissioner, District of West Tenn.

Filed July 28, 1887.

G. R. HILL, *Clerk.*

161 The President of the United States to Edward H. Moore, a U. S. com'r for N. D. of Miss., Greeting:

Know ye that in confidence of your prudence and fidelity you have been appointed, and by these presents you are invested with full power and authority, to examine David Reinach, E. T. Diven, F. A. Montgomery, T. J. Bouge, C. H. West, N. B. Bloodworth, and Charles T. Christman on their corporal oath as witnesses in a case depending in the district court of the United States for the northern district of Mississippi, wherein Brooks, Neely and Co. are complainants and Geo. Y. Scott *et ux.* are defendants, on the part of the complainants upon the interrogatories annexed to this commission; and therefore you are hereby commanded that at certain days and places to be appointed by you for that purpose you do cause the said witnesses to come before you and then and there examine them on oath upon the said interrogatories, and that *that* you take such examination and reduce the same to writing and return the same, annexed to this writ, closed up under your seal, into the district court, western division, before the judge thereof, with all convenient speed, at Oxford, Miss.

Witness Hon R. A. Hill, judge of said court, and seal thereof, at Oxford, the first Monday of Dec., 1886.

Issued 24 day of May, 1887.

G. R. HILL, *Clerk.*

In the United States District Court, Western Division of the Northern Dist. of Mississippi.

162 BROOKS, NEELY AND CO., Compl'ts, *vs.* GEO. Y. SCOTT *et ux.*, Def'ts. } No. 323.

To the defendants in this cause or their att'ys of record, E. Mayes and Chas. Scott:

You will please take notice that ten days after the service of a copy of this notice and a copy of the interrogatories which we have this day filed in this cause in the office of the clerk of the said court that we will apply to said court for a commission to issue to a United States commissioner in Bolivar county, Mississippi, to take the depositions of David Reinach, E. T. Diven, F. A. Montgomery, T. J. Bouge, C. H. West, N. B. Bloodworth, Chas. T. Christman. You are at liberty to file your cross-interrogatories before issuance of said commission, if you so desire.

MONTGOMERY AND SULLIVAN,
Sol's for Compl'ts.

To the U. S. marshal for the northern dist. of Mississippi:

You will execute the above notice and interrogatories by copy, May 11, '87.

MONTGOMERY AND SULLIVAN,
Compl'ts' Sol's.

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States.

BROOKS, NEELY AND CO. *vs.* GEO. Y. SCOTT and LOTTIE M. SCOTT. } In Equity.

163 Interrogatories to be propounded to the following witnesses, whose answers are to be read in evidence on the part of the complainants at the trial of this cause: Chas. T. Christmas, E. T. Diven, Thos. J. Bouge, David Reinach, N. B. Bloodworth, and F. A. Montgomery; said interrogatories to be propounded to each witness as the same are designated in the foot-note hereto by their numbers.

Int. 1st. What is your name, age, residence, and occupation?

Int. 2nd. State whether you know the complainants and defendants, Geo. Y. Scott and Lottie M. Scott. If yea, how long have you

known them, and are you of any kin to either of them, and have you or not any interest in the result of this suit?

Int. 3rd. Do you know the plantation in Bolivar county, Mississippi, known as the Scott Place or the Scottland plantation, situated near the town of Beulah and between Beulah and Riverton, and do you know the parts of said plantation commonly known and designated as the Sillers Place, the Meyer-Weiss or Brazier Place, the Campbell Place, the Lee Place, and the McDonald and Burch Places? If yea, state, if you know, the cash value of said places separately and the yearly rental value of each separately and the cash value of the whole taken together as one plantation and the rental value of the whole as one plantation. Approximate the values as nearly as you can from your own knowledge of the value of these places, separately and together, and from your knowledge of the values and rental value of other lands in the same neighborhood or locality and of the same quality. Answer fully.

164 Int. 4. Who was the owner of the above-named plantation between the 1st day of January, 1883, and the 27th of March, 1886? And, if you say you know and give the names of the owners, then state how you derive your knowledge—whether from the records or in what other way—and if you say you do not know, then say what was the general understanding and reputation in the neighborhood in respect to the ownership of the whole plantation.

Int. 5th. Are you a planter or the owner of land in the same neighborhood or locality, or have you charge or control of land in that neighborhood for some other person? If yea, state what land in that neighborhood you own or have control of, and state its character and quality as compared with the various places named as comprising the Scott Place and its value and rental value.

Int. 6th. If you have said you are a planter, state whether at any time you ever lived on and managed or planted the Scott Place or the various places named of which it is composed; and, if you ever lived on or managed said plantation, state when you first went there and when you left, who employed and paid you, and state, if you know, who then owned or claimed to own the said plantation and the various places of which it was composed.

Int. 7th. Did you, at any time between the 1st of January, 1883, and the 27th of March, 1886, hear either Mr. Geo. Y. Scott or Mrs. Lottie M. Scott say anything about the ownership of the plantation or of the various places named as composing it? If yea,

165 what did they or either of them say about said ownership and when and where; and, if yea, what did they or either of them say?

Int. 8th. Do you know anything of the purchase of the McDonald and Burch Places from Frank and Reinach; if yea, who bought them, what was the price paid or to be paid? Was there a deed made, and to whom? Answer fully all you know about this.

Int. 9th. If in answer to the foregoing Int. you say Geo. Y. Scott bought these places and a deed was made, then say whether you know whether said deed was ever recorded, if you know, and, further,

whether you ever examined the records to see, and when and with what result.

Int. 10th. Were you at any time in partnership in any business with Mrs. A. M. Baldwin, the mother-in-law of Mr. Geo. Y. Scott; if yea, what business and when, when did said partnership commence, what was the style of the firm, and when did said partnership terminate? Answer fully.

Int. 11th. If, in answer to the foregoing interrogatory, you say that you were in partnership with Mrs. A. M. Baldwin, then state whether during said partnership you had any dealings with Mr. Geo. Y. Scott, and the nature of such dealings; whether at the termination of your partnership, if it did terminate, Geo. Y. Scott owed your firm anything, and how much, and what was the consideration for it, if he did owe your firm anything, and how it was settled, and whether it has yet been paid, and during the term of such dealing was any distinction made as to any of the places named.

166 Int. 12. If you had any dealings with Geo. Y. Scott while in partnership with Mrs. A. M. Baldwin, if you were in partnership with her, were or were not any payments made to you by Geo. Y. Scott during the course of such dealings; if yea, how were they made—by draft or otherwise; and, if by draft, on whom? Answer fully.

Int. 13th. Did or not, during the time of Geo. Y. Scott's dealings with the firm of A. M. Baldwin and Co., while you were in such firm, if you were, pay any debts of A. M. Baldwin and Co. to any one; if yea, to whom? Please examine the books of said firm, if in your possession, and, if not, please obtain access to them, if you can, and examine, and, if you cannot, say where they are. Answer fully.

Int. 14th. Were you at any time in the employ of A. M. Baldwin, mother-in-law of Geo. Y. Scott, or A. M. Baldwin and Co.; if yea, who was the company? If no one, and you were in her employ, state when and in what business she is engaged or was engaged while you were in her employ, if at all, and how long you were in her employ, if at all, and when you were employed by her and when you quit.

Int. 15. If, in answer to the foregoing Int., you say you were in the employ of Mrs. A. M. Baldwin, in the town of Beulah, and that she was engaged in merchandising, then state whether or not, during said employment, there was any account kept against Geo. Y. Scott; and, if yea, for what, what was he buying for—any plantation or otherwise; if for any plantation, for what one. State particularly, and answer fully.

167 Int. 16th. If, in answer to the foregoing int'ry, you speak of any dealings with Geo. Y. Scott while in the employ of Mrs. A. M. Baldwin, state whether or not, during the term of such dealings, any distinction was made in buying for the different places named or comprising the whole plantation or whether anything was charged to Geo. Y. Scott. Answer fully.

Int. 17. Do you know anything of the dealings of Geo. Y. Scott

with the complainants, or of any offer of compromise made by him to them prior to the bringing of this suit, or by them to him prior to said time? If yea, state fully all you know about it.

Int. 18th. Do you know anything of the ownership of the mules and other personal property on the said plantation known as the Scott or Scotland Place prior to the bringing of this —, and did you ever hear Geo. Y. Scott prior to that time say anything about them or who owned them or said property?

Int. 19. Do you or not know whether on the 1st of January, 1881, or soon after, Geo. Y. Scott was in the possession of all the foregoing places, and that from that time till the bringing of this suit they were all under one fence and management and no distinction was made in their management in the purchase of supplies for them or in the money paid for improvements? State all you know about these matters fully and particularly.

Int. 20th. Examine the diagram hereto attached and state whether it is a correct diagram of the lands embraced in it, according to the numbers attached to it and the initials of names of places put on the different subdivisions.

168 Int. 21. Was or was not Geo. Y. Scott in the years 1883, 1884, and 1885 engaged in buying cotton; did he buy any from you? If yea, state how much and how he paid you and what he did with the cotton after he bought, if you know. Did he at any time give you any drafts on complainants for cotton bought of you or for cotton to pay debts due you by your customers or those who owed you?

Int. 22nd. Did or did not George Y. Scott at any time in the years 1883, 1884, and 1885 make advances to planters? If you know of any such advances state to whom they were made.

—. Is there anything further you may know of benefit to either party to this suit or touching the subject-matter of this your examination? If so, now set it forth fully and at large.

MONTGOMERY AND SULLIVAN,
For Compl'ts.

Filed May 12th, 1887.

G. R. HILL, *Cl'k.*

Executed May 13th, 1887, by handing Edward Mayes in person a true copy of these interrogatories and notice.

J. M. LIDDELL, *U. S. M.*,
By A. G. SMITH, *Dep'ty.*

In the United States District Court, Western Division of Northern District of the State of Mississippi.

BROOKS, NEELY AND CO., Complainants,
vs.
GEO. Y. SCOTT *et ux.*, Defendants. } # 323. In Equity.

Be it remembered that by virtue of the authority conferred on me

as United States commissioner of said court and by the
169 authority conferred on me under and by virtue of the commission issued from said court and attached hereto, to take the deposition of David Reinach, E. T. Diver, F. A. Montgomery, T. J. Bogue, C. H. West, N. B. Bloodworth, and Charles T. Christmas, witnesses for complainants in the cause aforesaid, upon the interrogatories sent to me by the clerk of said court, accompanying said commission and herewith returned, annexed to said commission (there being no cross-interrogatories), I caused the said witnesses, all being persons of sound mind and upwards of 21 years of age, to come before me as follows, to wit: The said C. H. West, at the office of F. A. Montgomery, in Rosedale, Bolivar county, Miss., on June 23rd, 1887; the said F. A. Montgomery, at his office, in said town, county, and State, on June 24, 1887; the said E. T. Diver, at his store, in Beulah, in said county and State, on June 29, 1887; the said N. B. Bloodworth and T. J. Bogue, at the store of F. R. Garner, in the town of Beulah, in said county and State, on June 29, 1887; the said C. T. Christmas, at the store of W. R. Carter, in said town of Beulah and said county and State, on June 30th, 1887, and the said D. Reinach, at his store *at* in the town of Riverton, in said county and State, on July 4th, 1887; and all of said witnesses, being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth in answer to the said interrogatories (there being no cross-interrogatories), did depose and say as follows, to wit:

The said D. REINACH testified as follows, to wit:

Ans. to Int. 1. David Reinach; age, 43 y'rs; merchant;
170 Riverton, Bolivar Co., Miss.

Ans. to Int. 2. I know only one of the complainants—a Mr. Neely; have known him about one year. I have known Geo. Y. Scott since about 1871, and have known Lottie M. Scott since her childhood. I am of no kin to any of the parties and have no interest in the result of this suit.

Ans. to Int. 3. I do know the Scott Place or Scottland mentioned in the interrogatory, and I know the separate places mentioned of which it is composed. I am familiar with each of the places named, but do not know the acreage of any of them except the McDonald and Burch Places, and cannot, therefore, fix either a rental value or actual value of any of said places except said McDonald and Burch Places, nor can I fix either a value or rental to the Scottland Place as one entire plantation. The McDonald and Burch Places are worth $14,000 (the machinery on said place when I owned it having been now removed). The McDonald and Burch Places are worth an annual rental of about $1,600, as there are about 240 acres of cleared land, which will rent for $7 per acre. I cannot answer further, except to add that I believe the cleared land on "Scottland" to be worth $50.00 per acre, and the wood land about $7.00 per acre.

Ans. to Int. 4. I do not know who was the owner of Scottland within the time named; never examined the records. I was a

party to the deed conveying the McDonald and Burch Places, and know that since Dec'r, 1881, those two places belonged to Geo. Y. Scott, as my firm made the deed to him. I cannot
171 state what the general reputation was as to the ownership of Scottland. Some people thought the title was in Lottie M. Scott; many others were under the impression that the entire plantation was the property of Geo. Y. Scott.

Ans. to Int. 5. I am, with my partners, the owner of the "Montgomery Place," joining Scottland on the east, and also the Herndon Place and Ferrar Place, joining Scottland on the north. We also own other lands situated near Scottland, among them the J. V. Horne Place, joining Scottland. I also plant some of my lands. The "Montgomery Place" is worth as much per acre as "Scottland" is, and it is worth $50 per acre for the cleared land, and the woodland is worth $7.00 per acre. The cleared land on the Montgomery Place is about 130 acres and will rent for $7.00 per acre per annum. The Herndon Place and Farrar Place are worth, according to acreage, about 66 per cent. of the value of Scottland. I mean by that that if the cleared land on Scottland is worth $50 per acre, then the cleared land on the Herndon Place and Farrar Places is worth $33.33 per acre. There are on the Farrar and Herndon Places about 525 acres of cleared land, which is worth $33⅓ per acre, and the woodland is worth about $7.00 per acre. There are on the J. V. Horne Place about 175 acres of cleared land, worth about $25.00 per acre, and the woodland is worth $10.00 per acre. The best part of the last-named place is yet woodland. The cleared land on the Farrar Place, Herndon Place, and Harris Place will rent for $6.00 per annum.

172 Ans. to — 6th. Never resided and was never employed on Scottland or any of the places composing it.

Ans. to Int 7. Never did.

Ans. to Int 8. In December, 1881, the firm of Frank and Reinach (of which firm I was then and am now a member) sold the McDonald and Burch Places to Geo. Y. Scott and conveyed said places to him by deed. Geo. Y. Scott paid for said places $4,000 cash. When the deed was made and executed his three promissory notes —, each for $4,000, with 8% interest per annum, and payable to the order of Frank and Reinach in 1, 2, and 3 years, respectively.

Ans. to Int. 9. Don't know; never examined the records.

Ans. to Int. 10. Never in such partnership or business.

Ans. to Int. 11. Never in such partnership; know nothing of it.

Ans. to Int. 12. Never in such partnership; know nothing of it.

Ans. to Int. 13. Know nothing of it.

Ans. to Int. 14. Never was in such employment.

Ans. to Int. 15. Never in such employment; know nothing of it.

Ans. to Int. 16. Never in such employment; don't know.

Ans. to Int. 17. I do not.

Ans. to Int. 18. Know nothing of it; never heard Geo. Y. Scott speak of it.

Ans. to Int. 19. In Jan'y, 1881, Geo. Y. Scott was in possession of all of said places (except the McDonald and Burch Places, which he

bought in Dec'r, 1881), and he has since remained in possession of all of said places composing Scottland. The whole place
173 was under one fence and was worked together, but I know nothing of the manner in which the accounts were kept or the improvements made.

Ans. to Int. 20. No diagram attached.

Ans. to Int 21. Geo. Y. Scott was engaged in buying cotton to a considerable extent in 1883, 1884, and 1885. He bought during that time a good deal of cotton from various customers and tenants of Frank and Reinach. I can't say how much he so bought. For the cotton he so bought he gave in payment his drafts, drawn sometimes on Brooks, Neely and Co, the complainants, and sometimes on John Chaffe and Sons. I can't say to whom he shipped all the cotton so bought. I heard that he shipped a large part of it to complainants, but he may have shipped some of it to other merchants. He shipped during the time named to several different merchants—to Ch[illegible]ons, of N. O.; Porter and McRae, of Memphis; Geo. [illegible]o., of Memphis; Fader, Frank and Co., of Memphis; [illegible]eely and Co., of Memphis—but I cannot tell what cotton [illegible]to any one merchant named. For most of the cotton [illegible]eo. Y. Scott gave my firm drafts, he paid, as I remember, by draft on Brooks, Neely and Co., of Memphis, though he sometimes gave us drafts on other merchants. I cannot now tell how many drafts or for what amounts he gave us on complainants.

Ans. to Int. 22. He furnished some planters with supplies in 1884 and in 1885. I do not know to what extent. He so furnished in 1884 or in 1885 John Baird, S. E. Jones, Ed. Fitzgerald,
174 and others whose names I cannot remember.

In reply to general interrogatory I will state that my firm in 1883, 1884, and 1885 owned the landing at Riverton, in Bolivar Co., Miss., and did a great deal of receiving and shipping for Geo. Y. Scott. Nearly all the supplies and goods shipped to Scottland plantation were shipped and received at our landing. They were all consigned to Geo. Y. Scott, and he paid the freight bills and receiving charges on same often by drafts drawn on complainants and others.

D. REINACH.

Sworn to and subscribed before me this 4th day of July, 1887.

E. H. MOORE,
U. S. Com'r, &c.

The said T. J. BOGUE testified as follows, to wit:

Ans. to Int. 1. T. J. Bogue; aged 54; near Beulah, Bolivar county, Mississippi; planter.

Ans. to Int. 2. I merely know the complainants when I meet them; do know the defendants; have known Geo. Y. Scott since about 1871, and have known Lottie M. Scott since she was a child; am of no kin to any of the parties, and have no interest in this suit.

Ans. to Int. 3. I do know said place and all of the places mentioned of which it is composed. The Sillers Place is worth about $3,000, and will rent for $500 per annum. The Meyer, Weiss and Co. or Brazier

Place is worth about $13,500.00, and will rent for $1,500 per annum. The Campbell Place is worth $3,500, and will rent for $600 per annum. The Lee Place is worth about $6,000, and will rent
175 for $1,000 per annum. The McDonald and Burch Places are worth $12,000, and will rent for $1,200 per annum. The entire Scottland plantation is worth as a whole $38,000, and will rent for $4,800 per annum as a whole.

Ans. to Int. 4. I do not know; never examined the records. During the time named the whole plantation was generally regarded as Geo. Y. Scott's plantation in the neighborhood.

Ans. to Int. 5. I am a planter, and have control of "Doro" plantation, on Lake Beulah, five miles from "Scottland." Doro is worth about $35.00 per acre "all 'round," and will rent for $6.00 per acre or for 80th lint cotton or for $2,000 as an entire plantation. Doro is about the same quality of land as the "Scott Place" or "Scottland."

Ans. to Int. 6. I have resided on Scottland as manager. I so lived on said place from Jan'y, 1880, to the end of 1882. I also lived on said place through the year 1883; did not plant the crop of 1883, but issued rations to the hands and took off the crop. As manager of Scottland, I was employed and paid by Geo. Y. Scott alone. I regarded Geo. Y. Scott as the owner of Scottland while I was there, but heard him say nothing of it.

Ans. to Int. 7. I did not.

Ans. to Int. 8. I know nothing of it.

Ans. to Int. 9. Don't know; never examined the records.

Ans. to — 10. Never was in partnership with Mrs. Baldwin.

176 Ans. to Int. 11. Never in such partnership.

Ans. to Int. 12. Never in such partnership; know nothing of it.

Ans. to Int. 13. Never in such partnership; know nothing of it.

Ans. to Int. 14. I was never in the employment of A. M. Baldwin or of A. M. Baldwin and Co.

Ans. to Int. 15. Never in such employment; know nothing of it.

Ans. to Int. 17. I do not.

Ans. to Int. 18. I do not; never heard Geo. Y. Scott say who owned them.

Ans. to Int. 19. From Jan'y, 1880, to Jan'y, 1884, I lived on "Scottland." The whole place was under one fence and under one management; I managed the place under Geo. Y. Scott's directions. No distinction was made in the purchase of supplies or furnishing money for improvements for any of the places composing "Scottland." It was managed and controlled by me as one place for Geo. Y. Scott. All the places composing "Scottland" were worked together and managed together and the cotton from them shipped together.

Ans. to Int. 20. No diagram attached.

Ans. to Int. 21. In 1883, 1884, and 1885 Geo. Y. Scott bought cotton. He bought ten or twelve bales from me in 1884; he paid me currency. I don't know what he did with the cotton he bought.

Ans. to Int. 22. In 1884 Geo. Y. Scott furnished me with supplies, money, and mules to make a crop; he furnished me from St. Louis.

I do not know whether he furnished others in 1883, 1884, and
177 1885 or not. I know nothing else material to either party.

T. J. BOGUE.

Sworn to and subscribed before me this 29th day of June, 1887.

E. H. MOORE,
U. S. Com'r, &c.

The said CHARLES T. CHRISTMAS testified as follows, to wit:

Ans. to Int. 1. Chas. T. Christmas; 44 yrs. old; near Beulah, Bolivar Co., Miss.; planter.

Ans. to Int. 2. Am not acquainted with complainants; have known Geo. Y. Scott about 30 years and have known Lottie M. Scott since her childhood. I am of no kin to any of the parties and have no interest in the result of this suit.

Ans. to Int. 3. I know the Scott Place or "Scottland" named. I am not acquainted with the acreage of the different places composing Scottland; I believe the cleared land to be worth a rental of about $7.00 per acre per annum or 80 pounds of lint cotton. I cannot state either the value or rental value of any of said places or of "Scottland" as a whole, because of my ignorance as to acreage. My estimate of the rental value per acre is based upon the rental value of other lands in the same neighborhood with which I am familiar.

Ans. to Int. 4. I do not know who was the owner of "Scottland" within the time named; never examined the records. Until Jan'y, 1884, I thought, and think the general impression was, that the title to the entire place was in Geo. Y. Scott. In Jan'y, 1884, I was
178 told that the title — in Mrs. Lottie M. Scott. I cannot say what was the general impression or understanding as to the ownership between Jan'y, 1883, and March, 1886.

Ans. to Int. 5. I am a planter and the owner of land situated about 2½ miles from "Scottland." My land is as valuable per acre as is "Scottland." My land is worth $30 per acre, and with additional house room will readily rent for $7.00 per acre. I mean my land is worth $30 per acre for cleared portion; the woodland is worth $8.00 per acre.

Ans. to Int. 6. I never lived on or was employed on "Scottland" or any portion of it.

Ans. to Int. 7. I did not.

Ans. to Int. 8. I know nothing of it.

Ans. to Int. 9. Never examined the records; know nothing of it.

Ans. to Int. 10. Never was.

Ans. to Int. 11. Never was in such partnership; know nothing of it.

Ans. to Int. 12. Know nothing of it.

Ans. to Int. 13. Know nothing of it.

Ans. to Int. 14. Never in such employment.

Ans. to Int. 15. Never in such employment; know nothing of it.

Ans. to Int. 16. See preceding answer, which I adopt here.

Ans. to Int. 17. I do not.

Ans. to Int. 18. I do not.

Ans. to Int. 19. Geo. Y. Scott was in the possession of "Scottland;" cannot answer further as to this Int.

Ans. to Int. 20. No diagram attached.

179 Ans. to Int. 21. I do not know. He bought no cotton from me, and none in which I was interested.

Ans. to Int. 22. I do not know.

I know nothing else material to either party to this cause.

CHAS. T. CHRISTMAS.

Sworn to and subscribed before me this 30th day of June, 1887.

E. H. MOORE,
U. S. Com'r, &c.

The said N. B. BLOODWORTH testified as follows, to wit:

Ans. to Int. 1. N. B. Bloodworth; 35 years old; merchant; Beulah, Bolivar Co., Miss.

Ans. to Int. 2. I do not know the complainants or either of them; have known Geo. Y. Scott and Lottie M. Scott since 1880; am of no kin to any of the parties to this suit, and have no interest in the result.

Ans. to Int. 3. I know the Scott Place or "Scottland" generally; do not know well the places of which it is composed separately; don't know the acreage. I am not familiar with the land, but all that is cleared rents for about 7.00 per acre. I cannot fix a value either separately or as a whole.

Ans. to Int. 4. I do not know who was the owner of the place between the dates named. I never examined the records, but I was under the impression that it all belonged to Geo. Y. Scott, as he was in possession. I think the Scott Place was generally regarded as Geo. Y. Scott's property in the neighborhood.

Ans. to Int. 5. I neither plant or own land or control any.

Ans. to Int. 6. I never lived on the Scott Place; am not a planter.

180 Ans. to Int. 7. I did not.

Ans. to Int. 8. I do not.

Ans. to Int. 9. I knew nothing about it.

Ans. to Int. 10. Never was.

Ans. to Int. 11. Never was in such partnership.

Ans. to Int. 12. Never in such partnership.

Ans. to Int. 13. Never in such partnership. I don't know where the books are.

Ans. to Int. 14. I was in the employment of A. M. Baldwin, the mother-in-law of Geo. Y. Scott, from Sept. 3, 1884, to 1 Sept., 1886. She was conducting a general mercantile business at Beulah, in Bolivar Co., Miss., and I managed said business for her. I was employed by Geo. Y. Scott for her and put in charge of her store.

Ans. to Int. 15. During all the time I was in Mrs. A. M. Baldwin's employment she kept at her store a general account with Geo. Y. Scott. That account was principally for general plantation supplies and for money for hands on "Scottland" plantation. He frequently

made payments by remittance to A. M. Baldwin's creditors, and I gave him credit for same in her books.

Ans. to Int. 16. No distinction was made between the places composing "Scottland." Everything was charged to Geo. Y. Scott, either on his order or on the order of his manager in charge of "Scottland."

Ans. to Int. 17. I do not.

Ans. to Int. 18. I do not; never heard Geo. Y. Scott say anything of it.

Ans. to Int. 19. I do not know.

Ans. to Int. 20. No diagram attached.

Ans. to Int. 21. Don't know; bought none from me, and none in which I was interested. As Mrs. A. M. Baldwin's
181 clerk I paid, at request of Geo. Y. Scott for 2 bales of cotton bought from York Ridley by Geo. Y. Scott. These 2 bales were shipped to complainants.

Ans. to Int. 22. None that I know of.

I will state, under general interrogatory, that in the year 1884 and in 1885 Geo. Y. Scott made several payments to merchants in Memphis and elsewhere for A. M. Baldwin. I remember that he paid several sums — various merchants for debts due from A. M. Baldwin. Geo. Y. Scott, during the time I was in A. M. Baldwin's employment, made nearly all the payments due from A. M. Baldwin to merchants for goods, &c. As A. M. Baldwin's clerk I received all my orders and instructions from Geo. Y. Scott. In 1884 Geo. Y. Scott gave me his individual draft on Brooks, Neely and Co. for $25.00, due to me for services rendered his mother-in-law, A. M. Baldwin.

N. B. BLOODWORTH.

Sworn to and subscribed before me this the 29th day of June, 1887.

E. H. MOORE,
U. S. Com'r, &c.

The said E. T. DIVER testified as follows, to wit:

Ans. to Int. 1st. E. T. Diver; age, 42 years; reside at Beulah, Bolivar Co., Miss.; merchant.

Ans. to Int. 2nd. I have merely a speaking acquaintance with complainants; have known them by sight several years. I have known Lottie M. Scott since 1869; have known Geo. Y. Scott since he came to Bolivar county, in about 1871. I am of no kin to any of the parties and have no interest in the result of this suit.

182 Ans. to Int. 3. I know in a general way the Scott Place or "Scottland" and the places of which it is composed, but I cannot state either the cash value of or rental value of said places or place separately or taken as a whole.

Ans. to Int. 4. I do not know who was the owner of the said plantation within the time named. I never examined the records. Up to about the fall of 1884 (as well as I can recollect) I was under the

impression that the entire plantation belonged to Geo. Y. Scott. I cannot state what was the general reputation as to ownership.

Ans. to Int. 5. I am the owner of and am planting a small tract of land adjoining "Scottland." My piece of land is not as valuable as "Scottland" in proportion to acreage. It is as fertile, but is not as well *as* located. I think my land is worth about $20 per acre, and that part of it which is cleared will rent for $6.00 per acre.

Ans. to Int. 6th. I never lived on the Scott Place and was never employed on it.

Ans. to Int. 7. About the fall of 1884 I heard Geo. Y. Scott, at Rosedale, in Bolivar Co., Miss., refer to the "Sillers Place" (a part of "Scottland") as belonging to his wife. I never heard either defendant make any other statement as to ownership between the dates named.

Ans. to Int. 8. I know nothing of it.

Ans. to Int. 9. I know nothing of it; never examined the records.

Ans. to Int. 10. I was at one time in partnership with Mrs. A. M. Baldwin, the mother-in-law of Geo. Y. Scott. We conducted a general mercantile business at Beulah, in Bolivar Co., Miss., under
183 the firm name and style of A. M. Baldwin and Co. I think that our partnership began in the fall of 1878, and our partnership terminated August 27, 1884.

Ans. to Int. 11th. During said partnership Geo. Y. Scott had at all times with A. M. Baldwin and Co. a general open account. At the termination of the firm of A. M. Baldwin and Co. (of which I was a member), in 1884, Geo. Y. Scott owed the said firm something over thirteen thousand dollars, which was principally for goods and supplies and money paid to the hands and tenants on "Scottland" plantation. The said indebtedness was settled by Geo. Y. Scott's individual notes, which have not yet been paid, at least as an interested party in said indebtedness. I hold a certain proportion of said notes, which has not been paid in part or in whole. Said proportion amounts to about $5,000.00. During the course of Geo. Y. Scott's dealings with A. M. Baldwin and Co. no distinction was made as to any of the places composing Scottland.

Ans. to Int. 12th. Geo. Y. Scott made numerous payments to A. M. Baldwin and Co. while I was a member of that firm. Many of those payments were made by drafts drawn by Geo. Y. Scott. Some of said drafts were drawn on Charles Scott, though some were drawn on other parties whom I cannot now remember. Most of the drafts of which I can now find any memoranda as given between Jan'y 1, 1883, and the dissolution of the firm of A. M. Bauldwin and Co. were drawn on Chas. Scott.

Ans. to Int. 13. No payments were made, to the best of my recollection, by Geo. Y. Scott for A. M. Baldwin and Co. while I was a member of that firm.

184 Ans. to Int. 14. I was never in A. M. Baldwin's or A. M. Baldwin and Co.'s employment. During the interval intervening between the death of Geo. C. Baldwin and the formation of the firm of A. M. Baldwin and Co., which was only a few months, I conducted the business. At that time (which was only a few months

in 1878) Mr. Geo. Y. Scott had no considerable individual account, as I now recollect.

Ans. to Int. 15. Was never in A. M. Baldwin's employment, but was her partner, as shown in answer to interrogatory 10th, to which I refer.

Ans. to Int. 16. See answer to preceding Int. and to Int's 10 to 11.

Ans. to Int. 17. I do not.

Ans. to Int. 18. I know nothing of it, and never heard Geo. Y. Scott say anything about it.

Ans. to Int. 19. I have always understood that all of Scottland was under one and the same management. I know nothing of the purchase of supplies and furnishing of money, except what I have already answered as gotten from A. M. Baldwin and Co. I cannot state further in answer to the interrogatory.

Ans. to Int. 20. I find no diagram attached.

Ans. to Int. 21. In 1883, 1884, and 1885 Geo. Y. Scott sometimes bought cotton. I don't know what he did with it or how he paid for it. I do not remember that he bought any from me or any in which I was interested.

Ans. to Int. 22. I do not know.

I know nothing else material to either party.

E. T. DIVER.

Sworn to and subscribed before me this June 29th, 1887.

E. H. MOORE,
U. S. Com'r, &c.

185 The said F. A. MONTGOMERY testified as follows, to wit:

To Int. 1st. My name is F. A. Montgomery; my age is 57 years; residence, Rosedale, Bolivar Co., Miss.; occupation, lawyer.

To Int. 2. I have known Col. H. M. Neely, one of the complainants, since, I think, the spring of 1882. The other two members of the firm I believe I never met until January, 1886. I know the defendants; have known Geo. Y. Scott since he came to Bolivar county, I believe, in 1871 or 1872—am not sure—and Mrs. Lottie M. Scott since she was an infant. Mrs. Lottie M. Scott is a niece of my wife's. I am no kin to either of complainants, either by affinity or consanguinity. I have no interest in the result of this suit except that which any lawyer feels for the side he is on. My fee is not contingent and will be the same no matter how decided.

To Int. 3. I know the place known as the Scott Place referred — and the different subdivisions; knew them all before they were cleared and have known them ever since, and owned the Sillers Place and part—about 80 acres—of the Meyer, Weiss and Co. or Brazier Place. I think a fair cash value for the McDonald and Burch Places would be thirty-five dollars per acre—the rental value about 1,500.00; the Sillers Place thirty-five dollars per acre—rental value 480 dollars; Meyer, Weiss and Co. or Brazier Place, on which is situated a steam-gin, thirty-five dollars per acre—rental value 1,500; Campbell Place twenty-five dollars per acre—rental value

about eight hundred dollars; Lee Place twenty-five dollars per acre—rental value eight hundred dollars. I think the cash value of the whole plantation, taken together, would be probably
186 about thirty dollars per acre, and the rental value of the whole about $5,000.00.

To Int. 4. I know from the records during the time mentioned that the deeds to the Meyer, Weiss and Co. or Brazier Place, the Sillers Place, the Lee and Campbell Place, had been made to Mrs. Lottie M. Scott. I also knew at the time of the original conveyances how they were made, having been consulted by the owners when they were made, except Campbell and his wife. Until just before the bringing of this suit I did not know how the deed- to the McDonald and Burch Places were made, as I had never had occasion to examine. My understanding was that these lands also were bought in the name of Mrs. Lottie M. Scott.

To Int. 5. I am not, and have now no control of any land in that neighborhood.

To Int. 6. I know nothing as to this int'y.

To Int. 7. I never heard Mrs. Lottie M. Scott say anything about the ownership of the places. I heard Geo. Y. Scott say several times—I think first in 1884 in the town of Rosedale—that he did not own any property and was broke. I think he said this openly, but I cannot remember the precise time or times—some time in the spring or summer of 1885. I can't be certain. I received an inquiry from R. G. Dun and Co.'s commercial agency as to his financial standing. This I did not like to answer, and took it to him and showed it to him, and asked him how I should answer it, at the same time saying I would return it without answer if he wished. He said I could answer by saying that he did not own a dollar's worth of property. I don't remember that I ever heard
187 him say anything else about it. Prior to the bringing of this suit I answered the inquiry as he directed.

To Int. 8th. I don't know anything more than I have stated—knew at the time of the purchase; but knew, as I have said, nothing about the deed until just before this suit was brought.

To Int. 9. Just before this suit was brought I examined the records to see what property either Geo. Y. Scott or Mrs. Lottie M. Scott owned. The deed to the McDonald and Burch Places was not on the record. As I knew the land had been bought from Frank and Reinach, I then inquired of Mr. Reinach to whom the deed was made and the price paid or to be paid. This was, I think, early in March, 1886. He declined to tell me to whom the deed was made, but told me the terms of the purchase and the payments to that time.

To Int. 10. Never was.

To Int. 11. Know nothing of this int'y.

To Int. 12. Know nothing of this int'y.

To Int. 13. Know nothing of this int'y.

To Int. 14. Know nothing of this int'y.

To Int. 15. Know nothing of this int'y.

To Int. 16. Know nothing of this int'y.

To Int. 17. I know nothing of the dealings of Geo. Y. Scott with complainants except from their statements to me and from a conversation between Col. H. M. Neely and Geo. Y. Scott early in March, 1886, in my office in Rosedale, Miss., and from subsequent conversations with Geo. Y. Scott, to which I will refer. I think in January, 1886, H. M. Neely met me at the Gayoso Hotel in Memphis and told me he had a claim against Geo. Y. Scott which he wished
188 to place in my hands. He gave me the particulars of his claim, and I advised him to try and settle it himself with Mr. Scott, as I knew of no property he had, and if there was to be litigation, unless Mrs. Lottie M. Scott could be made liable, I feared he could not make the money. At that time I supposed all the property, real and personal, was in Mrs. Scott's name. I saw H. M. Neely again, I think, about the 1st of March, 1886, and he introduced me to his brother, J. G. Neely. I think they said Mr. Scott would not reply to their letters, and they desired me to sue. I again advised another effort to make a settlement or secure the debt, and, finally acting upon my advice, H. M. Neely came to Rosedale to see Mr. Scott. I requested Mr. Scott to meet him in my office, which he did. Mr. Scott made no offer to compromise or secure the debt except upon the condition that complainant would advance him ten thousand dollars in cash. Upon this condition he offered to give them a mortgage upon all the mules and personal property on all the plantation, which he stated to be sixty-five or seventy, and all the crop of 1886. I told H. M. Neely, in Mr. Scott's presence, that I did not consider the security good unless Mrs. Lottie M. Scott would join in the mortgage, as all the property belonged to her. Mr. Scott replied that she never objected to his mortgaging the mules and crop. To this I replied that he might die before the matter was settled, and I couldn't advise it unless she joined. He said his wife would not sign the mortgage, and that besides the mules were his own property. He would not consent to mortgage them to secure the debt, and H. M. Neely then told him he would
189 divide the debt into three payments, payable annually, and take his wife's notes without security. He said his wife would not sign the notes, but offered to give his own unsecured and to insure his life as security. H. M. Neely then, taking the 2,000 note in his hand and holding it towards him, said: "Scott, I will divide the account into two equal annual payments, and take your own and your wife's note for them, and if you will do this I will make you a present of your note." Mr. Scott refused this, saying again his wife would sign nothing. Upon being urged to submit the proposition to her he declined, saying he knew she would not sign them. This ended the matter, and H. M. Neely returned home, leaving the matter in my hands, with instructions to try again to settle it. I had another conversation with Geo. Y. Scott a few days after Mr. Neely left, and the result is shown in a copy of my letter of March 16th, '6, which I have torn from my letter book and which I append to this deposition, marked A. A day or two afterwards I received a letter from complainants authorizing me to agree to the advance of $10,000.00 if Mrs. Lottie M. Scott would sign the

mortgage on the mules, personal property, and the crop, and agree that the $10,000.00 should be used in making the crop, &c., and that complainants should have the right to apply payments as they desired—the mortgage to secure old debt as well as this advance. This letter, I think, has been destroyed or lost, as I can't find it. I made the proposition and the result is shown in my letter of the 19th of March, appended to this deposition, marked B. I never had,
190 that I remember, any further conversation with him about the matter, except to tell him after I had brought the suit that I had done so, and I know of no other offer of compromise on either side prior to the bringing of this suit.

To. Int. 18. I know nothing more on this subject than I have already stated, except that just before H. M. Neely came to Rosedale, as I have stated, I examined the assessment-roll and found, I think, 15 mules assessed to Mrs. Scott and, I believe, some to him. I told him, when he told H. M. Neely that the mules were his, that they were so assessed, and he said they might be.

To Int. 19. I know he was in possession of all the lands, except the McDonald and Burch Place, at that time; but I don't know anything about the management so far as the purchase of supplies and payments of money for improvements, &c., were concerned.

To Int. 20. There is no diagram or map attached to the interrogatories.

To Int. 21. Of my own knowledge I can't say anything about this int'y.

To Int. 22. I don't know, and I know nothing else material to either party.

F. A. MONTGOMERY.

Sworn to and subscribed before me this 28th day of June, 1887.

E. H. MOORE,
U. S. Com'r, &c.

"A."

MARCH 16, '6.

191 Messrs. Brooks, Neely and Co., Memphis, Tenn.

GENTLEMEN: I have had another conversation with Mr. Geo. Scott. He still says he is anxious to pay you, but refuses to do what alone would secure you, namely, get his wife to join in a mortgage or sign the notes with him. I told him plainly that, while you were unwilling to sue him, if you were not secured you would do so, and we would try and make his wife liable. He said he was sure she could not be held liable, and that was the opinion of his brother Charley. I replied that was a question about which lawyers might differ, and if we had to bring suit the court would have to decide the question; and so the matter stands. I do not believe he will do anything which will give you real security on any terms you might propose. I think it probable, if you choose to risk ten thousand dollars on the security he proposed, namely, the mules and crop of this year, that he will do this; and while he would not be willing for

his wife to sign either mortgage for fear it might be construed into an admission of her liability, yet unless she might be induced to sign some instrument authorizing him to mortgage mules or crop; but I have doubts whether she would even do this. I have been looking somewhat into his titles to land. A good deal that he has bought and on which there is still some balances due—he has never had deeds recorded, and I am unable to say in whom is the
192 title—his wife or himself. The assessment-roll shows, as to all the land he owned at the time he contracted the debt to you, that it — his land—that is, it is named to him alone. The tax receipt for last year is made out in his and his wife's name jointly. I do not think this alone would be evidence of his ownership; but something might be made out of it in a suit if you should bring one. Secure as he feels himself to be in his wife's ownership of the property, I am not by any means sure of subjecting her property to your debt under all the facts and circumstances surrounding his management of the business and his dealings with you. If you wish to make him any further proposition, please let me know and I will try it.

Yours truly, F. A. MONTGOMERY.

"B."

MARCH 19TH, '6.

Mess. Brooks, Neely and Co., Memphis, Tenn.

GENTLEMEN: Yours of the 18th to hand, and I have submitted your proposition to Mr. Scott. He says the same that he did to Col. Neely when he was here, namely, that he could not ask his wife to sign a mortgage or the notes, as he is satisfied she would not do it. I told him then if he would get his brother Charles to sign the notes for an extension of the old debt that you would take him as security. He declined to ask him to do it. He reiterates the proposi-
193 tion he made to Col. Neely, to give you his own mortgage on the mules and crop for an advance of ten thousand dollars and to secure the old debt, and promises that he will ship every bale to you if he lives, and, to secure you against contingency of his death, is willing you should insure his life. This is the best I can do with him. I find that he never has placed on record the deed to the land he bought from Frank and Reinach. He bought in the fall or winter of 1881 and agreed to pay $16,000.00 for it—4,000 cash and balance in one, two, and three years. He made the cash payment by a draft on John Chaffe and Sons, of New Orleans, and gave his own notes for the balance. One of these he has paid. He owes $8,000 still on the land, but has paid all interest up to Jan. 1st, 1886. These things I have learned from a private and reliable source. I am certain also that the deed to this land was taken in his own name. This, if true, makes his failure to record his deed a fraudulent concealment of property, and would justify an attachment which might be levied on that land, as well as all the mules and farming implements which he claims as his own, though they are assessed to his wife, I believe. Of course any satisfaction out of

that land would be subject to Frank and Reinach's claim, but I think the land is worth all he gave for it, even if you had finally to pay them off; though sooner than lose it I have no doubt he would come to terms, as I regard it as by far the most valuable part of the place. It would no doubt be set up
that the money he paid for this land was his wife's
194 and that he holds the title in trust for her. This we could
successfully meet by the authorities and, among others, by a decision of our own supreme court, which holds (and in that case it was clearly proved that the wife's money bought the property) that the wife cannot set up a claim against the creditors of the husband, who gave credit upon the faith of his ownership of the property when the legal title was in him, though she might have, as against him, a good, equitable title. In that case, too, it was shown that the wife was rich and the husband was poor when married, and, if anything, it was the same in Scott's case. We have a statute which provides that creditors may file bills in equity without having judgments and set aside fraudulent conveyances of property or other devises resorted to for the purpose of hindering, delaying, or defrauding creditors, and upon the filing of such a bill the creditors have a lien upon the property described in the bill, except as against *bona fide* purchasers before the service of process. I would advise this course in addition to a suit at law, either with or without attachment, and in both suits would at once make Mrs. Scott a defendant. All the other land the title is in her from the first making of the deeds, including the land bought this year, as well as I can learn. I know she has given her own notes for the purchase made this year, and he has not signed them. I was warned to-day by a friend in whom I had to confide to get some of the facts I have
stated—that he thought Gordon was on the same track. I
195 mention this, as is my duty, whether it be true or not, as if
you are to sue you ought to be first.

Yours truly, F. A. MONTGOMERY.

Excuse so long a letter.

The said C. H. WEST testified as follows, to wit:

Ans. to Int. 1st. C. H. West; 27 years; Rosedale, Bolivar county, Miss.; civil engineer.

Ans. to Int. 2. I am not acquainted with any of the complainants. I am acquainted with the defendants, Geo. Y. Scott and Lottie M. Scott; have known them about 3½ years. I have no interest whatever in the result of this suit.

Ans. to Int. 3rd. I do know the Scott Place or Scottland named in the interrogatory and the separate places of which it is composed, as named in interrogatory 3rd. I do not know what proportion of said Scottland is cleared and improved, and cannot state either the cash value or rental value of said places or of any of the places of which it is composed.

Ans. to Int. 4. Of my own knowledge, I did not know who was the owner of Scottland until within the last few days, when I ex-

amined the records. I then found that the title to said Scottland is in Mrs. Lottie M. Scott, except as to the McDonald and Burch Places (a part of Scottland), to which said two places I could find on the records no deed to either Geo. Y. Scott or Lottie M. Scott, and hence do not know of my own knowledge to whom
196 said two places belong. I do not know what was the general understanding as to the ownership of "Scottland" from Jan'y, 1883, to March, 1886.

Ans. to Int. 5. I am not a planter. I neither own or control any land.

Ans. to Int. 6th. I never lived on or near the Scott Place; never had charge of it or any lands near it. See answer to Int. 5.

Ans. to Int. 7. I did not.

Ans. to Int. 8. I know nothing about it.

Ans. to Int. 9. I do not know who bought the McDonald and Burch Places from Frank and Reinach. I examined the records of Bolivar Co., Miss., on June 21, 1887, and there was no deed on record conveying said land or any of it to Geo. Y. Scott.

Ans. to Int. 10. Never was.

Ans. to Int. 11. See Ans. to Int. 10.

Ans. to Int. 12. Never in partnership with Mrs. Baldwin. See Ans. to Int. 10.

Ans. to Int. 13th. Never was in partnership with Mrs. Baldwin; know nothing of payments. See Ans. to Int. 10.

Ans. to Int. 14. Never was in the employment of A. M. Baldwin or A. M. Baldwin and Co.

Ans. to Int. 15. Never was in Mrs. Baldwin's or A. M. Baldwin and Co.'s employment; know nothing of any accounts kept by them.

Ans. to Int. 16. See Ans. to preceding interrogatory.

Ans. to Int. 17. I do not.

Ans. to Int. 18. I know nothing of such ownership and never heard Geo. Y. Scott say anything about it.

Ans. to Int. 19. I know nothing about it.

197 Ans. to Int. 20. I find no diagram attached, but I have made and attach hereto a correct diagram of "Scottland" and the places embraced in it according to numbers. Said diagram is marked with my name for identification.

Ans. to Int. 21. I do not know whether or not Geo. Y. Scott was engaged in buying cotton in 1883 and 1884. He bought none from me.

Ans. to Int 22. I do not know.

I know nothing further of any benefit to either party to this suit.

C. H. WEST.

Sworn to and subscribed before me this 23rd day of June, 1887.

E. H. MOORE,
U. S. Com'r, &c.

(Here follows diagram marked p. 198.)

199 UNITED STATES OF AMERICA:

Western Division of the Northern District of the United States District Court of Mississippi.

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, E. H. Moore, a United States commissioner in and for said division and specially appointed commissioner in the cause named and styled in the caption to the foregoing depositions to take the testimony of David Reinach, E. T. Diver, F. A. Montgomery, T. J. Bogue, C. H. West, N. B. Bloodworth, and Charles T. Christmas, witnesses for the complainants in said cause, do hereby certify that I caused to come before me the said David Reinach, E. T. Diver, F. A. Montgomery, T. J. Bogue, C. H. West, N. B. Bloodworth, and Charles T. Christmas in said county as aforesaid, and they, each being by me first duly cautioned, sworn, and examined to speak the truth, the whole truth, and nothing but the truth in answer to the said interrogatories, did give the foregoing deposition-; that the answers of the said Reinach, Diver, Bogue, West, Bloodworth, and Christmas were by me reduced to writing in the presence of the said witness testifying and by me carefully read to and thoroughly understood by said witness as his deposition in said cause, except the answers of said F. A. Montgomery, which were by him reduced to writing in my presence and by him carefully read and thoroughly understood in my presence as his deposition in said cause, and that all the said witnesses signed his answers as his deposition in my
200 presence, and that the questions propounded to each and all of said witnesses and to which each and all of said witnesses have made answer on the direct interrogatories (there being no cross-interrogatories) — hereto attached and returned, and which accompanied the commission herein; that none of said depositions have in any manner been changed or altered since the same were subscribed by said witnesses, but that the same were in my possession up to the time of sealing and delivering the same, postage fully prepaid, to the post office at Rosedale, in Bolivar Co., Mississippi, directed to the clerk of said court at Oxford, Miss.

Witness my hand this the 5th day of July, 1887.

E. H. MOORE,
U. S. Commissioner.

Filed July 28th, 1887.

G. R. HILL, *Clerk.*

201 United States District Court, Western Division, Northern District of Mississippi. In Equity.

BROOKS, NEELY AND CO. }
vs. } 323.
GEO. Y. and LOTTIE M. SCOTT. }

John I. Gill, United States commissioner, to whom was sent the interrogatories and cross-interrogatories to Geo. Y. Scott and Lottie

M. Scott, witnesses on behalf of the defendant- in this cause, having stated that he is unable to take the deposition- of said witnesses, we agree that G. B. Lancaster, in and for said county and State, may be substituted in the place of said John I. Gill, and that the said deposition may be taken and returned to the clerk of said district court by said G. B. Lancaster.

Witness our signatures this the 5th day of July, 1887.

MONTGOMERY AND SULLIVAN,
Solicitors for Complainants.
MAYES AND SCOTT, *Sol's. for Def'ts.*

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, to the June Term, 1887.

BROOKS, NEELY AND CO.
vs.
GEO. Y. and LOTTIE M. SCOTT. } In Equity.

202 To Brooks, Neely and Co. or their attorney, W. V. Sullivan:

Take notice that we have filed interrogatories in the office of the clerk of the district court of the United States for the western division of the northern district of Mississippi, and that ten days after the service of a copy of the same on you we will apply for a commission, directed to any notary public or United States commissioner in Bolivar county, Mississippi, for the taking of the depositions of the witnesses thereto, to wit, George Y. Scott and Lottie M. Scott. In the meantime you may file cross-interrogatories if you so propose.

LAMAR AND MAYES,
Sol'rs for Def't.

Interrogatories to be Propounded to George Y. Scott, One of the Respondents in this Cause.

Int. 1. What is your name, age, occupation, and place of residence?

Int. 2. State when you first settled in Bolivar county and whether you have ever practiced law; and, if yes, when you abandoned that profession.

Int. 3. State when you married your present wife, what her maiden name was, and what was the name of her father.

Int. 4. State whether your wife's father is living or dead, and, if dead, when he died, and whether he left any children or decendants except your wife.

203 Int. 5. State as well as you can the pecuniary condition of your wife's father at the time of your marriage and thenceforward until his death, if he be dead.

Int. 6. If in answer to Int. 2 you should state that you practiced law in partnership with your brother, Charles Scott, state the character of business done by the firm as to its profit.

Int. 7. State when it was that you and your brother began to purchase lands in Bolivar Co. and what were the motives that induced you to do so, and especially state what were the motives that led you in making such purchases to take the titles thereto in your wife.

Int. 8. Have you in answer to Int. 7 stated fully all your motives in making such purchases and in so taking titles? Had you or not any other or further motives than those set forth in your answer to Int. 7? If so, give the same now and here.

Int. 9. State now by name the places purchased from the motives and titles to which were taken to your wife from the motives set forth in answers 7 and 8.

Int. 10. State now what your pecuniary condition was at the time you purchased the Myer, Weiss and Co. Place, the Lee Place, the Sillers Place, the Triumph Place and when you had the partition between your wife and Charles Scott and wife. Give such details of your pecuniary condition at those times as you may remember.

Int. 11. State whether or not the places above named were purchased wholly with your money. If not, state how they were
204 paid for, especially showing how the deferred payments on them was met.

Int. 12. If in answer to above question you state that monies of your wife's or of her father's were used by you in paying for said places or any of them, state now in detail all about such money, how much of it there was and all about it; and if you should state that the rents and profits of the places helped pay for themselves, state as nearly as you can, year by year, how much of said rents and profits were so consumed.

Int. 13. State what your financial condition was when you purchased the McDonald and Burch plantations (sometimes known as the Frank and Reivall), and whether you took the deed thereto to yourself or your wife, and what your motive was in not recording the deed thereto.

Int. 14. State who has been in possession of said McDonald and Burch plantations since your purchase of them; and state whether the fact that the title thereto was in you was or was not kept secret by you; and state whether you ever told any one that your wife was the owner of them; and state whether or not as a fact your wife ever claimed any title thereto or any interest therein until after this suit was brought and she set up a resulting trust in her answer.

Int. 15. State how the payments that have been made on said McDonald and Burch Places were made, with whose money, and all about them.

205 Int. 16. Explain now fully the purchases of the Leech land and the Miller Place; state whose money paid for the same, so far as they are paid for; where the money came from; what motives induced their purchase, and, in short, tell all about them.

Int. 17. State who owned at the time this suit was brought and who owns now the utensils and live stock on all of said places, and state its character and value, and state whether or not your wife

claimed to own the same, and whether or not you claimed that she owned it.

Int. 18. State as near as you can your net annual income from your office of sheriff.

Int. 19. State what you were doing with your money and means when this bill was filed and before and since outside of the maintenance of your business and the support of your family.

Int. 20. State how long you have known the plaintiffs, Brooks, Neely and Co., and how intimately, and state when your business dealings with them began.

Int. 21. State whether you have examined the account of plaintiffs against you; and, if yes, state the nature of that account, showing, among other things, what part of it was for supplies used on said plantations, and especially on your wife's places. State, too, in this connection what those supplies which do appear on said account were purchased for and how they were used, and state of the money drafts appearing thereon what part were for the use of said plantations, and especially of your wife's places.

206 Int. 22. State where the plantation supplies used by you during the period in controversy were purchased.

Int. 23. State what was your intention in reference to the Brooks, Neely and Co. debt before and at the time of the bringing of this suit, and state whether or not just before this suit was brought you made to plaintiffs or any one of them any offer in reference thereto; and, if yes, state what that offer was, and if you made such offer and know anything of any advice given them or any of them by their counsel in reference to the reasonableness or adequacy of your offer. State what it was.

Int. 24. State whether you are familiar with land values in Bolivar Co., and state what are your opportunities for being so.

Int. 25. State now the aggregate value of all the places owned by your wife and of those owned by you, and state the fair annual values of the same.

Int. 26. State the present status of all of said places in regard to labor, management, cultivation, &c., and the probable effect of the appointment of a receiver by this court.

Int. 27. If you know anything of interest to either party to this controversy about which you have not already testified state the same now as fully and explicitly as if thereunto specifically interrogated.

EDWARD MAYES,
Sol'r for Def'ts.

207 *Interrogatories to be Propounded to Mrs. Lottie M. Scott, One of the Respondents in This Cause.*

Int. 1. What is your name and place of residence?

Int. 2. State when you were married to Mr. Scott, what your maiden name was, and what was the name of your father.

Int. 3. State whether your father is living or dead; and, if dead,

when he died, and whether he left any children or descendants except yourself.

Int. 4. State as well as you can the pecuniary condition of your father at the time of your marriage, and thenceforward until his death, if he be dead.

Int. 5. State when it was that your husband and his brother Charles began to purchase lands in Bolivar Co., and what you knew of the motives that induced your husband to take the titles thereto in your name.

Int. —. If it be a fact that he intended, in taking such titles in your name, to hinder, delay, or defraud any subsisting or future creditors of his, state whether you knew of such intent or had any reason to know of it.

Int. 7. State now by name the places to which you allude in making your answers to the 5th and 6th questions above.

Int. 8. State now what was your belief as to your husband's pecuniary condition at the time of the purchase of the Myer, Weiss and Co. Place, the Lee Place, the Sillers Place, and the Triumph
208 Place, and of the partition made between you and Charles Scott and wife, and give such detail of his property at those times as you may remember.

Int. 9. State whether or not the places named above were purchased wholly with your husband's money. If not, state how they were paid for, especially showing how the deferred payments on them were met.

Int. 10. If, in answer to quest. 9, you state that monies of yours or of your father's were used in paying for said places or any of them, state now in detail all you may know about such money, how much of it there was, and all about it; and if you state that the rents and profits of the places helped pay for themselves, state as nearly as you can, year by year, how much of said rents and profits were so used or should have been so used.

Int. 11. State who has been in possession of the McDonald and Burch Places (sometimes known as the Frank and Reinach Places) since your husband's purchase of them; and state whether the fact that the title thereto was in him was or was not kept secret, and state whether you ever told any one that you were the owner of them, and state whether or not as a fact you ever claimed any title thereto or interest therein until after this suit was brought.

Int. 12. State whether or not it is a fact that you never at any time claimed any title to said McDonald and Burch Places, or any interest in them, except such claim as is made in your answer in this cause, and state whether or not it is a fact that such claim
209 was made in your answer by your solicitor without any specific instruction so to do, but only, so far as you know, as a legal deduction by him from the facts of the case.

Int. 13. Explain now the purchase of the Leech land and the Miller Place. State whose money paid for the same as far as they are paid for, where the money came from, what motives induced their purchase, and, in short, tell all about them.

Int. 14. State who owned at the time this suit was brought and

who owns now the implements and live stock on all of said places, and state whether or not you claimed to own the same, and whether or not, so far as you know, your husband claimed that you were the owner of it.

Int. 15. State whether you have examined the account of Brooks, Neely and Co. on which they have sued you and your husband at law in this court; and, if yes, state whether the supplies and moneys therein described were used on or about your places, or whether you in any way got the benefit of them or any of them in your business.

Int. 16. In that account there appear a few drafts payable to you; state now in a general way the purpose of giving those drafts to you and the use you made of the money obtained on them.

Int. 17. State whether or not you ever authorized your husband to contract a debt or debts for you or on your responsibility.

Int. 18. State whether or not you know of any offer made by your husband before this suit was brought to secure the debt
210 of Brooks, Neely and Co.; and, if yes, state whether you would in any way have aided him in so doing and how.

Int. 19. If you know anything of interest to either party to this controversy, about which you have not already testified, state the same now as fully and explicitly as if thereunto specifically interrogated.

EDWARD MAYES,
Sol'r for Def'ts.

Filed May 7th, 1887.

G. R. HILL, *Clerk.*

Executed May 7th, 1887, by handing a true copy of these interrogatories to W. V. Sullivan, att'y for plaintiffs.

J. M. LIDDELL, *U. S. M.*,
By A. G. SMITH,
Deputy U. S. M.

X Int. to Geo. Y. Scott:

X Int. 1. When you first came to Bolivar county from what county did you come, and in what business had you been engaged?

X Int. 2nd. At the time of your marriage and for a long time after were you not insolvent? Did you not owe many debts—the result of your business before you came to Bolivar county—and have you ever yet paid these debts or all of them? Were there not judgments obtained against you in Washington county and in Bolivar after you moved there, and if there were any such judgments have they ever been satisfied? Answer fully.

X Int. 3. What was your pecuniary condition at the time,
211 in 1883, you commenced business with the complainants? What property did you then own, and what debts did you then owe, and who did you owe, and what incumbrance was there upon the property you owned, and what was the property you then owned worth? Answer this specifically.

X Int. 4th. At the time in 1885 you ceased to do business with the

complainants what property did you then own and what debts did you then owe and to whom, and what incumbrance was there upon the property you owned and what was the property you then owned worth? Answer specifically.

X Int. 5th. What property do you now own and what debts do you now owe, and what incumbrance is there upon the property you now own and what is the property worth? Answer specifically.

X Int. 6th. At the time you bought the McDonald and Burch Places from Franks and Reinach, and gave them a draft upon John Chaffe and Sons for the cash payment of four thousand dollars, how much did you owe them, if anything? State when and how it has been paid, and do you or not at this time owe them anything. Answer fully.

X Int. 7. Did you ship any cotton to John Chaffe and Sons in 1883 and 1884; and, if yea, where did the cotton come from? Was it raised on the places in controversy in this suit or not, and was any of it bought by you?

X Int. 8. Did you or not in 1883 and 1884 buy for them largely and now owe complainants for it? Did you buy any from J. W. Dulaney, Frank and Reinach, T. P. Robertson, and many other persons, and did you not pay for same by drafts on complain-
212 ants, and did you or not ship the cotton you bought and which complainants paid for in this way to complainants? Answer fully.

X Int. 9. What were your losses from the overflow of 1882, and what was your net annual income in the years 1883, 1884, & 1885, and how was it derived? Answer specifically.

X Int. 10th. Have you any children and what age? And if you answer one daughter about twelve or thirteen years old, then state whether since her birth both her own and her mother's health has not been delicate; whether you have every summer spent the summer abroad with them and travelling a good deal; whether you have not always lived at the best hotels and watering places, and whether both Mrs. Scott and your daughter have not always required the most careful and skillful medical attendance, even sending to Memphis for skilled physicians or visiting that place and others to see them. If you answer all these questions in the affirmative, then state what your annual expenses were, and particularly for the years 1883, 1884, and 1885.

X Int. 11th. Have you not since your marriage frequently made to Mrs. Scott presents of valuable jewelry, including sets of diamonds? If yea, when did you first give her diamonds and what did they cost? When did you last give her diamonds and what did they cost?

X Int. 12th. In whom is the title to the house and lot in and on which you live, in the town of Rosedale? If in you, what did you first pay and when did you buy it? What sort of a house
213 was it and how much land was there? What sort of a house is it now and how much land is there? Is the house insured; if so, for how much and in what company or companies?

What is the total cost of the house to you as it now stands? What other improvements have you put on the lot? Describe them and state what is their total cost. Describe also the lot or lots by their numbers or metes and bounds. Answer fully and specifically.

X Int. 13th. Do you remember during the year 1885, in the spring of said year, that F. A. Montgomery, of Rosedale, showed a letter of inquiry addressed to him from the mercantile agency of R. G. Dun and Co. as to your financial condition, what property you owned, and what debts you owed, and that he asked you what answer he must make? If yea, state all that he said to you and the reason he gave for not wishing to answer without showing it to you, and whether he did not tell you he would not answer it at all if you desired him not to do it. Give simply your recollection of what passed, if you remember it all, both what he said and your reply.

X Int. 14th. Do you or not remember some time in January, 1886, or early in February, 1886, that one W. H. Martin, who represented himself to you as the travelling agent of the firm of R. G. Dunn and Co., made the inquiry of you, "Did not own a dollar's worth of property, but that you had a rich wife?" If you have any recollection of W. H. Martin and any conversation with him about the time mentioned state what did really occur and who was present and heard what passed.

214 X Int. 15. Did you ever, at any time prior to the bringing of this suit, make any offer of compromise or settlement of your debt to complainants which was not connected with a demand from them of a further advance to you in cash of ten thousand dollars? If you ever did, state how, when, and where said offer was made, and whether to complainants or any of them, or to their counsel, and exactly what said offer was.

X Int. 16. Did you or not have an interview with Col. H. M. Neely in the town of Rosedale just prior to the bringing of this suit? If yea, state when and where it was, who was present, and all that passed.

X Int. 17. After H. M. Neely had refused to advance you the ten thousand dollars upon what he was advised at the time was insufficient security for that and the old debt, now sued for, did he not then and there tell you if Mrs. Scott would join in the notes he would divide the debt you owed into three payments and leave you free to make any arrangement you pleased as to advances upon the security you offered him, and what did you say in reply? Was it not that your wife would not sign anything, neither a mortgage or the notes, and what proposition did H. M. Neely then make to you? Did he not then and there, taking in his hand the note sued on in this suit, say to you: Scott, I will tell you what I will do; I will divide the account into two payments, to be settled by the joint note of yourself and wife, payable in one and two years, and I will make you a present of your note of two thousand dollars; and did
215 you not again reply that your wife would not sign anything? Answer this fully and specifically.

X Int. 18. If in answer to the 16th X int'y you say you had an interview with H. M. Neely prior to the bringing of this suit in the

town of Rosedale and in the office and presence of his counsel, F. A. Montgomery, did you not tell him you would give him a mortgage on the mules in your possession and the crops to be raised on the plantation in 1886 if he would advance you ten thousand dollars in cash, and did not H. M. Neely's counsel in your presence tell H. M. Neely that the security would be worth nothing unless your wife would join in the mortgage, as the property was all hers, and did you not then say that your wife never objected to your mortgaging the mules and the crop, but would not herself join in the mortgage, and when Neely's counsel still objected that before the end of the year you might die, and then your wife could and probably would deny your authority to mortgage the property, did you not then say that the mules were your property, and when Neely's counsel further objected that the assessment-rolls showed, he thought, they were assessed to her did you not then say they might be, you did not know? Answer this fully and particularly, and state all that did occur on that occasion.

Int. 19. Since you became sheriff in January, 1884, have you not repeatedly and often said prior to the bringing of this suit, and said it openly, that you were broke and had no property whatever and could not pay your debts? Answer this; and if it is not true since that time that you have said so, then say what you have said,
216 if anything, openly in the year 1885, especially about your financial condition.

X Int. 20. If in answer to the 23rd int'y you say that complainants' counsel ever advised them that any proposition for a settlement made by you prior to the bringing of this suit was a reasonable one, state what that proposition was and how you know of such advice.

X Int. 21. Is it not your duty as sheriff to assess personal property if it escapes assessment and the fact comes to your knowledge; and, if yea, why did you not, after you became sheriff in January, 1884, and afterwards in 1885 and in 1886, make a proper assessment of the personal property you now say is your own?

X Int. 22. If in answer to the 19th int'y you make any statement of what you were doing with your money and means when this bill was filed and before and since then, state what money, means, and property you had when this bill was filed. How much money did you have and what did you do with it? To what creditor did you pay it? What other means did you — what property did you — and how much money did you then owe, and to whom? Answer fully.

X Int. 23. Who is E. M. Yerger; is or is he not a kinsman of yours and the sheriff of Coahoma county? What was the consideration of the draft for two thousand dollars you gave to him on complainants? Did they not at first refuse to pay it, and did you not then go to Memphis to see them and prevail on them to pay
217 it? What argument did you use? Did you not tell them that your means were ample and your credit good in New Orleans and at the Bank of Greenville, and you could easily get the

money to pay them when the note you gave them and now part of the debt sued for fell due? Answer fully.

X Int. 24. If you say the consideration of the draft was borrowed money, when did you borrow it and what use did you make of it?

X Int. 25. State where each bale of cotton shipped by you to Brooks, Neely and Co. during your business with them came from, and how you paid for each. Answer this fully.

X Int. 26. State exactly where you got supplies from to run your wife's farms during your business with Brooks, Neely and Co.; who paid for them and how the payments were made; if by dr-ft, on whom was this draft drawn, when and by whom.

X Int. 27. Where did you keep the supplies at when they were bought for your wife's farms? In what house were they stored—exactly where? When and by whom were they given out to the hands? Were not supplies for your own farms kept in this same place and all kept together; if not, where were those for your place kept and who gave them out and from whom were they bought and by whom and how paid for? Answer fully and specifically.

MONTGOMERY AND SULLIVAN,
For Compl'ts.

Filed May 12[illegible], 1887.

G. R. HILL, *Cl'k.*

218 *Cross-Interrogatories to be Propounded to Mrs. Lottie M. Scott.*

1 X Int. If in answer to direct interrogatory No. 15 you should state that the supplies were not used on your place, then please state where those supplies were used, who used them, where were they stored at? How do you know where and who used them? Were you present when they were used? If so, give the name of each person who used any part of them—the time and place used. Did you deliver supplies to the hands on your places? Did you do it in your own proper person; if not, who did? Were you present each time?

2 X Int. Is it not true that your husband managed entirely the plantation affairs, both with respect to his places and your places also? Is it not true that you neither bought nor sold any supplies yourself individually? Is it not true that your husband managed all the places just alike, did all the buying and supplying and selling?

3 X Int. Do you not rely on what you have been told about the purchase of the supplies and furnishing of the same to various hands by your husband? All you know about it is what he has reported to you, is it not? If you should say that part of your information on this subject is derived from him and part otherwise, then state which part is derived from him and which part otherwise and all your sources of information fully and explicitly.

4 X Int. Were you present when the offer referred to in
219 direct interrogatory No. 18 was made? If so, where was it made? Who was present?

5 X Int. In buying the various places which it is alleged you own

in the pleadings and in your answer particularly, please state if you were present and paid the purchase-money; if so, state exactly where did it occur, who were present, how much was paid, if you know of your own knowledge, in each purchase. How was it paid, by draft or in cash or otherwise? State fully and specifically if you were present and know of your own knowledge.

6 X Int. Do you know of your own knowledge how many live stock there are which are claimed by you and how many by your husband? How many do you own? How many does he own? Have you had any assistance in answering the last three questions; if so, who aided you? Have you not heard your husband say how many each of you own? Who is present?

7 X Int. Who bought the live stock mentioned in direct interrogatory No. 14? How do you know it? Where were they bought? How were they paid for? Who pays tax on them?

8 X Int. Is it not a fact that you are not in a habit of attending to business matters, but leave them to your husband? Is it not true that in the matter of the purchase of lands and mules and implements you leave the matter to your husband's judgment and entire management, and you only know what he reports to you or tells you about those things? You do not keep any books, do you, nor any account of the management and expenses of the places or the supplies furnished for them or any of them, do you? Your husband keeps all these things, does he not?

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9 X Int. Can you state what the rents of your places were each year aside from what your husband has told you or some one else has told you? If so, state what the rents have been on each place for each year since you owned them. State exactly, if you know of your own knowledge, how much of these rents went on purchase of any one of these places. How do you know it? Who has been present while your deposition has been taken? Where are you at?

MONTGOMERY AND SULLIVAN,
For Compl'ts.

Filed May 17, '87.

G. R. HILL, *Cl'k.*

The President of the United States to John L. Gill, of Bolivar Co., Miss., a U. S. commissioner for N. D. Miss., Greeting:

Know ye that in confidence of your prudence and fidelity you have been appointed and by these presents you are invested with full power and authority to examine Geo. Y. Scott and Mrs. Lottie M. Scott, citizens of Bolivar Co., Miss., on their corporal oaths as witnesses in a case depending in the district court of the United States for the northern district of Mississippi, western division, wherein Brooks, Neely and Co. are complainants and Geo. Y. and Lottie M. Scott are defendants, on the part of the defendants upon the interrogatories and X interrogatories annexed to this commission, and therefore you are hereby commanded that at certain days and places, to be appointed by you for that purpose, you do cause the said Geo. Y. Scott and Lottie M. Scott to come before you, and then and there examine them on oath

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upon the said interrogatories and X Int., and that you take such examination and reduce the same into writing, and return the same annexed to this writ, closed up under your seal, into said district court for said dist. and div., before the judge thereof, at Oxford, Miss., with all convenient speed.

Witness Hon. R. A. Hill, judge of said court, and seal thereof, at Oxford, the first Monday of Dec., 1886.

Issued 18 day of May, 1887.

G. R. HILL, *Clerk.*

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, to the June Term, 1887.

BROOKS, NEELY AND CO.
vs.
GEO. Y. and LOTTIE M. SCOTT. } In Equity.

Be it remembered that on the days mentioned, to wit, on the 11th day of July and the 11th day of August, A. D. 1887, by virtue and in pursuance of a commission to me directed from the district court of the United States for the western division to take the depositions of the following-named persons, to wit, Geo. Y. Scott and
222 Lottie M. Scott, defendants in the above-styled cause, said testimony to be used on behalf of the defendants on the trial of said cause now pending in the district court of the United States, northern district of Mississippi, western division, wherein Brooks, Neely and Co. are the complainants and Geo. Y. and Lottie M. Scott are defendants, on the interrogatories and cross-interrogatories annexed and accompanying said commission, I cause the said Geo. Y. and Lottie M. Scott, persons of sound mind and upwards of 21 years of age, to come before me. The said named defendants, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth in answer to the foregoing interrogatories and cross-interrogatories, did depose and say as follows:

Ans. to Int. 1st. Geo. Y. Scott; 42 years old; sheriff of Bolivar county, Miss.; Rosedale, Miss.

Ans. to Int. 2nd. I moved to Bolivar county, Miss., in 1872, and commenced the practice of law, and in 1880 I abandoned the practice.

Ans. to Int. 3rd. I married my present wife on the 27th of November, 1873; her maiden name was Lottie M. Baldwin; her father's name was Geo. C. Baldwin.

Ans. to Int. 4th. My wife's father is dead; he died in St. Louis, Mo., in 1878; he left no children or descendants except my wife.

Ans. to Int. 5th. My wife's father was worth not less than $35,000.00 when I married my wife, and from that time until his death not less than $35,000.00.

223 Ans. to Int. 6th. My brother, Chas. Scott, and myself practiced law in partnership in Bolivar county, Miss., for many

years, and our practice and business was very large and lucrative; from $12,000.00 to $15,000.00 a year.

Ans. to Int. 7. The first land purchase was in 1876, and the motives for so doing that we thought it was a good investment; that lands in the delta would in the course of time be very valuable, and my motive for having the titles thereto made to my wife was because I had a large sum of her money in my hands and a large sum of money in my possession belonging to her father and I wished to invest it in a secure way for my wife, and after consulting with my brother, Charles Scott, we concluded buying lands was the safest and best investment.

Ans. to Int. 8th. I have stated fully all my motives in making such purchases and in so taking the titles. I had no other or further motives than those set forth in answer to Int. 7th.

Ans. to Int. 9th. The Meyer, Weiss and Co. Place, the Lee Place, the Sillers Place, the Triumph Place, the Miller Place, and the Leach Place.

Ans. to Int. 10. At the time we purchased the Meyer, Weiss and Co. Place, in 1876, I was worth not less than $15,000.00; my brother and self made money rapidly, and from that time on I added not less than $3,000.00 a year to my capital. I was worth when the Lee Place was purchased $21,000.00, and when the Sillers Place, $26,000.00, and when the Triumph Place, $26,000.00, and at
224 the time of the partition between my wife and Charles Scott I was worth at least $26,000.00.

Ans. to Int. 11. The first payment on the Meyer, Weiss and Co. Place, viz., $3,000.00, one half of which was paid by me, but I then had considerable money of my wife's in my hands. This place made considerable money every year, and the deferred payments on this place and the payments on all the other places belonging to my wife, Mrs. Lottie M. Scott, viz., Lee Place, Sillers Place, Triumph Place, Miller Place, and Leach Place, were made with the money I had of my wife's, her rents and money in my hands belonging to her father.

Ans. to Int. 12. I had paid $12,000.00 of my wife's and $7,000.00 of her father's, and the net rents and profits of the Meyer, Weiss and Co. Place was at least $2,500.00 per year; that of the Sillers Place, $600.00; that of the Triumph Place, $2,000.00; that of the Lee Place, $2,000.00; that of the Miller Place, $1,000.00. I can't say exactly how much of the rents and profits were consumed in making the deferred payments, but do know that there was a larger part so used.

Ans. to Int. 13. I was worth at least $25,000.00 when I bought the McDonald and Burch Places, sometimes known as the Frank and Reinach Places, and the deed was made to me. My failure to record said deed was simply a matter of inadvertence or forgetfulness on my part.

Ans. to Int. 14. I took immediate possession of said McDonald and Burch Places, and have been in open, notorious, and ad-
225 verse possession ever since the purchase. I never kept the fact that the titles to these two places were in me a secret;

on the contrary, I told every one when the matter was spoken of that I was the owner of said McDonald and Burch Places, and never tried to conceal the fact from any one. I never told any one that my wife owned or had any interest in said McDonald and Burch Places, and I know she never claimed any title thereto or any interest therein until after this suit was brought and she set up a resulting trust in her answer.

Ans. to Int. 15. The first payment of $4,000.00 was made by a draft on John Chaffe and Sons, New Orleans, La. I shipped all of the cotton raised on my wife's plantations to said firm, and this was a part of the rents and profits of said plantations, and the other payment of $4,000.00 and interest was made by me.

Ans. to Int. 16. When the Miller and Leach Places were purchased in 1886 I was indebted to my wife to the amount of several thousand dollars, and, as before stated, I thought the best and safest investment for her was buying lands, as they were enhancing in value all the time; therefore I bought said Miller and Leach Places for her, and Mrs. Lottie M. Scott's money was used in the payment of said places, but there is a large amount still due on the Miller Place.

Ans. to Int. 17. I now own all the mules and the utensils on all of said places and did own all of the same at the time this suit was brought. In fact, I have always owned the mules and farm-
226 ing implements. The value of the mules, 56 head, is at least $6,400.00, and the utensils about $750.00. My wife never claimed to be the owner and never had any interest in said mules or utensils, and I never claimed that she owned it.

Ans. to Int. 18. My net income from the sheriff's office is about $5,000.00 p'r annum.

Ans. to Int. 19. I was paying my debts as fast as possible when this bill was filed, before and since, outside of the maintenance of my business and the support of my family.

Ans. to Int. 20. In 1883 I commenced doing business with the compl'ts, Brooks, Neely and Co., and our relations were very pleasant and agreeable. I have known Mr. Brooks for many years.

Ans. to Int. 21. I have examined the account of compl'ts against me. My account with them was more like a bank account than anything else. For instance, in the collection of taxes and privileges due the State I sent many of the drafts and money to them and drew on them in paying the State auditor and others. Most of the supplies used on my wife's plantations were purchased in St. Louis, Mo., and I was advancing largely to planters in the neighborhood, and they received supplies that were shipped me from Brooks, Neely and Co. The drafts given my wife were for the necessary expenses of herself and our child.

Ans. to Int. 22. Most of the supplies used on my wife's plantation were purchased in St. Louis, Mo. The few purchased from Brooks, Neely and Co. were more than paid for with cotton made on
227 her plantations.

Ans. to Int. 23. My intention in reference to the Brooks, Neely and Co. debt was to pay them. This was my intention before

and at the time of bringing this suit, and just before this suit was brought I told H. M. Neely, one of the firm, I was anxious to pay him and would secure him by giving him a mortgage or deed of trust on all the mules, 56 head, worth at least $6,400.00, and all the utensils, worth about $750.00, and a deed in trust on all the crops of cotton and corn on the Meyer, Weiss and Co. Place, the Lee Place, Sillers Place, and the McDonald and Burch Places. The crop of cotton alone would have been at least 500 bales, worth not less than $20,000.00. This offer I made with the understanding that the firm would advance me $10,000.00. This proposition was made to Col. Neely, a partner in the firm of Brooks, Neely and Co., in the office and presence of Col. F. A. Montgomery, counsel for said firm, and Col. Montgomery told me that the security offered was perfectly good and would undoubtedly secure their debt, and he had advised them to accept my offer.

Ans. to Int. 24. I am familiar with land values in Bolivar county, Miss., and my opportunities for being so the past 14 years I have been buying and selling lands.

Ans. to Int. 25. The aggregate value of my wife's plantation is $50,800.00, and the value of those owned by me is $18,000.00, and the fair annual rents and profits of my wife's places are, net, at least $5,000.00, and of mine $2,000.00.

228 Ans. to Int. 26. All of the plantations have all the labor necessary, and every acre of cleared land is in cultivation. The places are in a high state of cultivation. A mile and one-half or two miles of slat and wire fence has been constructed recently, and as many as six new cabins have been built, and Mr. O. S. Johnson, one of the best and most experienced planters in the State, is now the manager of all the plantations, and has as fine a crop of cotton and corn as I ever saw. To appoint a receiver now would be entirely ruinous. It would disorganize and dissatisfy the labor, and probably cause many of the hands to abandon their crops. The manager, Mr. Johnson, has been employed for the year 1887.

Ans. to Int. 27. I know of nothing else of interest to either party to this controversy.

GEO. Y. SCOTT.

Sworn to and subscribed before me this 11th day of August, 1887.

G. B. LANCASTER,
Commissioner.

Answers to Cross-Interrogatories.

Ans. to X Int. 1st. I came from Washington county, Miss. For about a year before locating in Bolivar I was studying law. Before I had been planting.

Ans. to X Int. 2nd. At the time of my marriage I was worth not less than $15,000.00, and was entirely solvent. I did not owe many debts. Most if not all the money I owed has been paid.

229 There was one judgment obtained against me in Bolivar county for $1,537.61, which I am satisfied has been paid. This was

in 1875. I think there was a judgment, or perhaps two, in Washington county against the firm of Scott and Rucks for small amounts, which my late partner, Taylor Rucks, informed me had been satisfied. I would not say positively, but this is my recollection.

Ans. to X Int. 3rd. I was entirely solvent in 1883, when I commenced business with the complainants. I owned the McDonald and Burch Places, worth $18,000.00; fifty good mules, worth $6,000.00, and all the plantation implements, worth $750.00, and several thousand dollars in Bolivar county warrants and considerable money due me by solvent parties. There was no encumbrance on any of this except a lein for $12,000.00 on the McDonald and Burch Places. I can't say exactly what amount I did owe, but far less than my solvent assets.

Ans. to X Int. 4. In 1885 I owned the property described in X Int. 3rd and six more mules, worth $750.00. I can't say exactly the amount of my indebtedness, but am satisfied in a few years I could have paid every dollar I owed.

Ans. to X Int. 5. I own the same property now as mentioned in X Ints. 3rd and 4th, and have paid $4,000.00 and interest more on the Burch and McDonald Places, leaving only about $8,000.00 and interest from Jan'y 1st, 1886, at 8 per cent., due on these places. As to the value of the property, I have answer- in X answer 3rd. I can't say positively the amount of my indebtedness.

230 Ans. to X Int. 6th. At the time I purchased the McDonald and Burch Places my recollection is that I had more than enough cotton in their hands to pay their debt I owe them now; exact sum I could not state, but their debt is secured, and only a few months since I paid them several thousand dollars, and they are entirely satisfied with the security, and that every dollar I owe them will be paid.

Ans. to X Int. 7th. I don't remember of shipping any cotton in 1883 or 1884 to Jno. Chaffe and Sons.

Ans. to X Int. 8th. Yes; I bought cotton from J. W. Dulaney, Frank and Reinach, T. D. Robertson, and others in 1883 and 1884 and drew on compl'ts, and every bale I bought from them was shipped to Brooks, Neely and Co.

Ans. to X Int. 9. I can't say exactly what I lost by the overflow of 1882. My annual income in 1883, 1884, and 1885 from sheriff's office was about $5,000.00 per annum; rents and profits from my McDonald and Burch Places about $2,000.00 per annum.

Ans. to X Int. 10. I have one daughter 12 years old. She is not a very robust child, neither is she a delicate one. Her general health is very good. Her mother has enjoyed very good health for several years. For a few years after our marriage she was delicate. Yes; we have generally spent the summer months away, as many others do in the swamp country. We have always lived as comfortably as we could afford to, but several summers we rented

231 homes, and therefore our expenses were very little more, if any, than they would have been at home. We endeavored, in case of sickness, to have the best doctor we could get. Only once we sent to Memphis for a physician—that was in 1874, for Dr. Allen

(my wife's father, Mr. Baldwin, sent for him and paid the bill)—to visit my wife, who was extremely ill, and her attending physician, Dr. Rines, requested us to send for him. He had given up all hopes of her recovery. I never kept an account of my annual expenses, and can't say positively what they were, but in 1883, 1884, and 1885 the health of my wife and daughter was very good and my medical bill was small.

Ans. to X Int. 11th. In 1873, on my bridal trip, I gave my wife a set of diamonds, cost, I think, $1,750.00, and in 1885 a pair of diamond ear-rings, I think cost $550.00.

Ans. to X Int. 12th. The title to the house and lot in Rosedale is in me and is my residence. The deed was filed the day of purchase, and is a matter of record. I paid $1,350.00 for same, and bought it 15th Dec., 1885, containing by estimation one and one-half acres. It was a frame house with four rooms. I have added two rooms and a hall to it, besides other improvements. The total cost of house and lot as it now stands is about $3,000.00. It is insured for $2,000.00—$1,000.00 in the Crescent Ins. Co. of New Orleans and $1,000 in the New Orleans Ins. Ass'n. The only other improvements on this house and lot is a stable, some fences, few fruit trees, and shade trees and flowers; total cost, not over $3,000.00. The number of the lot, or rather the description, is: Beginning at
232 a post 138 feet north of the N. W. corner of block 10, in Rosedale, and running north 192 feet to a post; thence east 297 feet to a post; thence south 192 feet to a post; thence west 297 feet to the place of beginning, containing by estimation 1½ acres.

Ans. to X Int. 13th. I remember that Col. Montgomery asked me the question, and I told him that he could report that I was worth nothing. I meant by this no real estate to speak of, as Frank and Reinach had a lien on the McDonald and Burch Places for a large part of the purchase-money. This is my recollection of the conversation.

Ans. to X Int. 14. I remember one of R. G. Dunn and Co.'s agents was in Rosedale—his name I don't know—and I told him not to report me as worth anything. I don't remember saying not a dollar's worth of property; same reason for telling him this as the one given in X Ans. 13th. I told the agent my wife, Mrs. Lottie M. Scott, owned several plantations in this (Bolivar) county. I think Mr. J. J. Montgomery was present.

Ans. to X — 15. Yes; I met Col. H. M. Neely, a member of the firm, in the office of Col. F. A. Montgomery, his attorney, and told him I was anxious to pay the debt, and would secure him by giving him a deed of trust on 56 head of good mules, all the farming implements, and the crops of cotton and corn on all the plantations belonging to my wife, and also on the plantations belonging to myself. Col. H. M. Neely, after this conversation, saw my brother, Chas. Scott, and I think he told him this security was ample
233 to pay the debt due, and the advance I asked for, $10,000.00. Col. Montgomery, counsel for compl'ts, was present when Col. Neely and I had the conversation. My offer was taken by Col. Neely to his firm in Memphis, and Col. Montgomery, a short time

afterwards—say a few days—told me he thought the security I offered was perfectly good and would secure the debt, also the additional loan, and that he would advise the compl'ts to accept my offer, and my recollection is he wrote them a letter so advising them.

Ans. to X Int. 16. I remember meeting Col. H. M. Neely several times while in Rosedale. What passed between us in reference to this suit of any importance, that I can remember, was in Col. Montgomery's office. He was present, and the conversation or substance of it is set forth fully in X answer 15.

Ans. to X Int. 17. I think he did; but while Mrs. Scott was willing for her crops of cotton and corn to go to the compl'ts she was not willing to give her notes for a debt she did not owe or have anything to do with. I told him, I think, that I was satisfied Mrs. Scott would not give her notes, as she had always refused to encumber herself or property. I have forgotten exactly what Col. Neely then said as to the account. I know he said he would deduct the $2,000.00 paid E. M. Yerger. I knew Mrs. Scott would not object to her crops of cotton and corn going to the complainants.

Ans. to X Int. 18th. I did tell Col. Neely I would give him a mortgage or deed of trust on 56 mules and farming implements and crops of cotton and corn in the presence of Col. F. A. Montgomery.

234 I remember he made some objection at that time, but in a day or two I know he thought my offer was a fair one and good one, and advised the compl'ts by letter to accept it, as he thought it would make their debt perfectly secure. I don't remember what was said about the assessment-roll. This is about all I recollect of the conversation.

Ans. to X Int. 19. I may have said at times I was broke, but since 1884 I have beeen paying my debts as fast as possible. For instance, I have paid John Chaffe and Sons several thousand dollars, Frank and Reinach $4,000.00, and interest on the McDonald and Burch Places; Richardson and May, over $4,000.00; Barksdale, Denton and Co., about $700.00; J. L. Cocke and Co., about $4,000.00, and Dillard and Coffin several thousand dollars, and various others. As to my financial condition, I have frequently talked the matter over to my brother, Chas. Scott, and he has always told me that in a few years I would be able to pay every dollar I owed. He is familiar with all my business.

Ans. to X Int. 20th. I was told by Col. F. A. Montgomery, counsel for compl'ts, that he thought the security I offered perfectly good, and had advised Brooks, Neely and Co. to accept it. My recollection is we so wrote them and went to Memphis to see them. The offer was this: to give a mortgage or deed in trust on 56 head of good mules, all of the farming implements, and all the crops of cotton and corn on all my wife's plantations and my own.

Ans. to X Int. 21st. I have always had an office deputy, and he has made out the tax receipts, and my attention was never called to the matter.

235 Ans. to X Int. 22nd. I had my income from the sheriff's office, my rents and profits from the McDonald and Burch

Places, and considerable money due me by solvent parties. I was paying my debts. I have paid J. L. Cocke and Co. over $4,000.00, I think, and Jno. Chaffe and Sons several thousand dollars, and Richardson and May have been paid in full, and Barksdale, Denton and Co. and Dillard and Coffin and other creditors; in fact, I expect to pay every dollar I owe, and think I will be able to do so in a few years.

Ans. to X Int. 23. E M. Yerger is the sheriff of Coahoma county, Miss., and is not related to me. My brothers, Chas. and D. A. Scott, married his sisters. I had borrowed two thousand dollars from him. The draft was refused when first presented. I did go to Memphis and got them to pay this draft. I don't remember all that was said, but my credit was good in New Orleans and Memphis, and I may have told them so. I don't remember saying anything about the Bank of Greenville.

Ans. to — Int. 24th. I have forgotten the date. I used it in paying debts.

Ans. to X Int. 25. Most of the cotton shipped the complainants was raised on Mrs. L. M. Scott's plantations, and I shipped the crops from my places to them also, and, as stated before, I bought some cotton from Frank and Reinach, T. P. Robertson, J. W. Dulaney, and some others, all of which I shipped to the compl'ts and drew drafts on them for the cotton I bought.

236 Ans. to X Int. 26. Most of the supplies for my wife's plantations were bought in St. Louis. My brother, Chas. Scott, made arrangements for most of them.

Ans. to X Int. 27. The supplies for my wife's plantations were kept in a house on one of her places, and Mr. Jno. A. Robertson, the manager of said places, issued them to the tenants. I generally ordered for the tenants on my places—viz., McDonald and Burch Places—by the barrel or several hundred pounds at a time, and they would come and get an order from me and haul them from the river. They were good and reliable tenants, and I furnished them in this way and kept their accounts at Rosedale. Some supplies for tenants on my places were bought from compl'ts. I shipped cotton raised on my places to them for more than enough to cover——

GEO. Y. SCOTT.

Sworn to and subscribed before me this 11th day of August, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. Lottie M. Scott; Rosedale, Bolivar county, Mississippi.

Ans. to Int. 2nd. 27th day of November, 1873. Lottie M. Baldwin, George C. Baldwin.

Ans. to Int. 3rd. My father is dead. He died in St. Louis, Mo., on the 4th day of July, 1878. I was his only child. He had but one other, a son, who died a little boy four and a half years old. His wife, my mother, is now living.

Ans. to Int. 4th. My father was worth not less than
237 ($35,000.00) thirty-five thousand dollars at the time of my marriage and until his death.

Ans. to Int. 5th. My husband and his brother Charles began to purchase lands in Bolivar county in 1876. He and his brother, Charles Scott, being young men and very prosperous in the practice of law, concluded to buy the Meyer, Wiess & Co. Place and make it a present to myself and his wife, Mrs. Malvina Y. Scott, and the deeds were accordingly taken in the names of myself, Lottie M. Scott, and Malvina Y. Scott, the wife of my brother-in-law, Chas. Scott. This was absolutely their only reason for taking the titles in that way in this purchase. The place made considerable money. My husband had a good deal of money of my father's in his hands; also considerable money of mine given me by my father and the profit derived from my plantations. He took the titles to one-half of said places in my name, and he used my money and my father's in making all these purchases—the Lee Place, Sillers Place, and Triumph Place. As he took the title to one-half of all this property in my name, my father made no objection to his using his money in this way. I knew he had in his hands belonging to my father at least ($7,000.00) seven thousand dollars, and I think more than that, and his motive in having the deeds to one-half of these places made in my name was because he used said money and other money of mine in making said purchases. I know my husband was entirely solvent at this time, and owned in his own name property and cash not less than ten thousand dollars over and above all his debts.

238 Ans. to Int. 6th. I know positively that none of these purchases were made with the intention or desire or slightest idea of hindering, delaying, or defrauding any creditor then existing or to become existent thereafter. I had every reason for knowing this, as my husband frequently told me all about his business and confided everything to me, and often spoke of how rapidly he and his brother Charles were making money in the practice of law and their speculations in bonds, warrants, &c., and often said to me that in a short time he would be a very wealthy man.

Ans. to Int. 7th. I allude to the Meyer, Wiess and Co. Place, the Lee Place, Sillers Place, and Triumph Place.

Ans. to Int. 8th. I know that my husband was worth a large amount of money at this time over and above all debts, and at the time the partition was made between myself and Charles Scott and wife. For instance, his brother and himself owned seven or eight thousand dollars in Bolivar county bonds, worth nearly par, besides over thirty-five thousand dollars in liquidating levee scrip, which they afterwards sold from 50 to 75 cents on the dollar, and in addition to this a large amount of Bolivar county warrants and cash on hand.

Ans. to Int. 9th. The first payment of the Meyer, Wiess and Co. Place, I think about three thousand dollars, was made half with my husband's money, the other his partner's, Chas. Scott. The deferred payments on this place, as well as all the other payments, were

made by money he owed me for rents and money given me
239 by my father, Mr. Geo. C. Baldwin, and the large sum of money he had in his hands of my father's

Ans. to Int. 10th. I know he had of mine twelve thousand dollars and over seven thousand dollars of my father's money, besides the rents for many years of these plantations, worth at least $5,000.00 a year. I cannot say exactly how much of the rents and profits were used, but my husband often told me that the rents and profits from these places would pay for them.

Ans. to Int. 11. My husband has been in possession of the McDonald and Burch Places, sometimes known as the Frank and Reinach Places, ever since their purchase, and the title thereto — in him. It was never kept secret, and I have heard him repeatedly tell a great many persons he was the owner of these places. The deed was made to him, and I have never claimed them or told any one that I was the owner of them or had any interest in them until after this suit was brought.

Ans. to Int. 12th. I never at any time claimed any title to said McDonald and Burch Places or any interest in them, except such claim as is made in my answer to this cause, and this claim was made by my solicitor without any specific instruction so to do, but only, so far as I know, as a legal deduction by him from the facts in the case.

Ans. to Int. 13th. In 1886 the Leach and Miller Places were purchased for me, and the cash payments, amounting to $1,250.00,
240 were made with my money—that is, money due me—and from revenue from rents on the Meyer, Weiss and Co., Lee, and Sellers Places. The two purchases were made entirely with my money, and not with any view of hindering, delaying, or defrauding any creditors of my husband, past or prospective. I know lands are enhancing in value in my county, and money could not be invested in a better or safer way; therefore I requested my husband to buy the Leach and Miller Places for me.

Ans. to Int. 14th. My husband, Geo. Y. Scott, owned at the time this suit was brought and owns now the implements and live stock on all of said places, and I never claimed to own the same, and, so far as I know, my husband never claimed that I was the owner of them or any part of them.

Ans. to Int. 15. I have never examined the account, because I had nothing to do with it, one way or the other, and never authorized any one to make it.

Ans. to Int. 16. I used the money obtained on these drafts in paying necessary family expenses for myself and our child while absent from home.

Ans. to Int. 17th. I never in any way authorized or empowered my husband to contract a debt or debts for me or on my responsibility, except when I requested him to purchase the Leach and Miller Places, making cash payments with money due me on my rents. On the contrary, I positively refuse at all times to permit any debts to be contracted for me or on my responsibility.

Ans. to Int. 18th. I know my husband told me he was
241 anxious to pay Brooks, Neely and Co., and that he offered to secure them by giving a deed of trust on all the live stock—about 56 head of good mules—farming implements, and on the crops of cotton and corn on all the plantations, and I would have been willing to let the crops go in this way if they had accepted his offer—not because I was in any way responsible for said debts to Brooks, Neely and Co. or any part thereof, but merely because, like most wives would be, I was anxious to assist my husband and would have let him use my rents to extricate himself from debt, but I would not have assumed the payment of the debts or any part thereof, nor would I have made myself personally responsible for the same.

Ans. to Int. 19th. I know of nothing else of interest to either party in this controversy.

LOTTIE M. SCOTT.

Sworn to and subscribed before me this 11th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Cross-Interrogatories.

Ans. to X Int. 1st. My husband was doing a large advancing business to parties in the country, and I suppose the supplies were furnished them. I don't know where they were stored. I heard him say he was advancing to a good many planters. I was not present when they were used. I did not deliver supplies to
242 the hands on my places. My husband was attending to the business, and he had a manager employed. I have never lived on the plantation.

Ans. to X Int. 2nd. Yes; my husband managed the plantation affairs—mine as well as his own—but we consulted as to the management. I neither bought or sold any supplies. I suppose he gave the same attention to all the places. He was entrusted with the management of my places as any wife would trust her husband, and did the buying, selling, and supplying and shipped the cotton made on the places, the proceeds of which were far in excess of all the supplies purchased and of all other expenses. For several years nearly all the cotton was shipped to Brooks, Neely and Co.

Ans. to X Int. 3. Yes; I rely upon what my husband has told me, but I have also heard many of my friends say he was advancing largely—namely, Mr. Chas. Scott, Mr. Walter Sillers, my mother, and others; also of my own knowledge.

Ans. to X Int. 4. I was not present, but my husband came home at once and told me of the offer, and that he thought Col. Neely would accept it.

Ans. to X Int. 5th. I was not present when the various places were purchased, but my husband always consulted with me before purchasing, as he owed me a large sum of money and had in his possession a large sum of money of my father's and wished to invest it in a manner to please me.

243 Ans. to X Int. 6th. I have been frequently told by my husband there are 56 mules on the places, and that he offered to give Col. Neely, as part security, a deed in trust on all these. I never claimed any of the stock on the places. My husband and myself have frequently discussed these matters since this suit was brought. No one is assisting me in answering the questions. My mother, little daughter, and the commissioner, Mr. G. B. Lancaster, are present.

Ans. to X Int. 7. My husband bought and had them bought; he told me so. I don't know where they were bought. I suppose he paid for them and pays taxes on the same.

Ans. to X Int. 8th. As most wives do, I am in the habit of leaving business matters to the attention of my husband, but he always consulted me and had my consent before buying any land. I never in any way authorized or empowered him to contract a debt for me or on my responsibility, and I am satisfied he never did make one in that way. I don't keep a regular set of books, but I do keep an account book; therefore know what my husband owes me, and he tells me what the places make each year. The manager of the plantations keeps the accounts against the hands.

Ans. to X Int. 9th. I cannot state the rent for each year, except from what my husband and others have told me. I have lived ever since I was a child in Bolivar county, and of my own knowledge know the value of my plantations and what such land rents for, and my rents should be at least $5,000.00 per annum,
244 nett. My husband has always told me the rents would more than pay the deferred payments. My mother, little daughter, and the commissioner, Mr. G. B. Lancaster, are present. I am testifying at my husband's residence, in Rosedale.

LOTTIE M. SCOTT.

Sworn to and subscribed before me this 11th day of July, 1887.

G. B. LANCASTER,
Commissioner.

UNITED STATES OF AMERICA,
State of Mississippi, County of Bolivar.

I, G. B. Lancaster, specially appointed a commissioner in the cause styled in the caption of the foregoing depositions to take the testimony of Geo. Y. Scott and Mrs. Lottie M. Scott, defendants in said cause, who testify on behalf of themselves, do hereby certify that I caused to come before me the said Geo. Y. Scott and Lottie M. Scott, and they, being by me first duly sworn and examined to speak the truth and nothing but the truth in answer to the said interrogatories and cross-interrogatories, did give the foregoing deposition-; that the answers of the said defendants were by me reduced to writing in the presence of the said defendants and by me carefully read to and thoroughly understood by defendants as their deposition- in said cause, and that they signed the same as their depositions in my presence, and that the questions propounded to said defend-
245 ants, and to which they have answered, are the direct and cross interrogatories accompanying said commission; that

the said depositions have in no manner been changed or altered since the same were subscribed by said defendants, but that the same was in my possession up to the time of sealing and delivering to the postmaster at Rosedale, directed to the clerk of said court.

In witness whereof I have hereto set my hand this 12th day of August, A. D. 1887.

G. B. LANCASTER,
Commissioner.

Filed Aug. 15th, 1887.

G. R. HILL, *Clerk.*

246 United States District Court, Western Division, Northern District of Mississippi.

BROOKS, NEELY & CO.
vs.
GEO. Y. & LOTTIE M. SCOTT. } 323. In Equity.

John A. Gill, United States commissioner, to whom was sent the interrogatories & cross-interrogatories to F. J. Weaver, E. H. Moore, Chas. L. Jones, William A. Yerger, Godfrey Frank, George Brazier, E. G. McCauley, E. C. Field, Fred. Clark, J. W. Gill, T. R. McGuire, Stanley Lawler, Walter Sillers, Oscar G. McGuire, J. H. Wright, Harvey Adams, Ben. C. Johnson, Mrs. Anna M. Baldwin, John A. Robertson, Frank Scott, and Charles Scott, witnesses on behalf of the defendants in this cause, having stated that he is unable to take the depositions of said witnesses, we agree that G. B. Lancaster, in & for said county & State, may be substituted in the place of said John L. Gill, and that the said depositions may be taken and returned to the clerk of the said district court by said G. B. Lancaster.

Witness our signatures this the 5th day of July, 1887.

MONTGOMERY & SULLIVAN,
Solicitors for Complainants.
MAYES & SCOTT, *Sol's for Def'ts.*

247 UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States.

BROOKS, NEELY & CO.
v.
GEO. Y. SCOTT *et ux.* } In Equity.

To Brooks, Neely & Co., complainants, or to W. V. Sullivan or F. A. Montgomery, their solicitors of record:

Please take notice that we have filed in the clerk's office of the above-entitled court interrogatories as follows for the depositions of the following witnesses, to be used in the above-entitled cause in behalf of defendants, viz: F. J. Weaver, E. H. Moore, Charles L. Jones, Wm. A. Yerger, Godfrey Frank, George Brazier, E. G. McGuire, E.

C. Field, Fred. Clark, J. W. Gill, T. R. McGuire, Stanley Lawler, Walter Sillers, Oscar G. McGuire, J. H. Wright, Henry Adams, Ben. C. Johnson, Mrs. Anna M. Baldwin, John A. Robertson, Frank M. Scott, and Charles Scott; and you are further notified that ten days after the service hereof we will apply at said office for a commission to take said depositions to issue, at which time & place have you your cross-interrogatories; in default whereof said depositions will be taken *ex parte*.

Respectfully,

LAMAR & MAYES,
Sol's for Def'ts.

248 Notice of these Ints. is hereby acknowledged and all formalities & commission waived; and it is agreed that any officer authorized to administer oaths may take these depositions. Questions of competency & relevancy reserved.

W. V. SULLIVAN,
Of Coun'l for Compl'ts.

T. R. McGuire is to take these depositions except his own, and E. H. Moore, by agreement, is to take McGuire's.

E. MAYES.

Interrogatories to be propounded to the following witnesses, F. J. Weaver, E. H. Moore, Chas. L. Jones, William A. Yerger, Godfrey Frank, George Brazier, E. G. McCauley, E. C. Field, Fred. Clarke, J. W. Gill, T. R. McGuire, Stanley Lawler, Walter Sillers, Oscar G. McGuire, J. H. Wright, Henry Adams, Ben. C. Johnson, Mrs. Anna M. Baldwin, John A. Robertson, Frank M. Scott, and Charles Scott, said interrogatories to be propounded to each witness as the same are designated in the foot-note hereto by their numbers.

Int. 1. What is your name, age, occupation, and place of residence?

Int. 2. State whether you know the defendants, George Y. Scott and his wife, Lottie M. Scott; and, if yes, how long have you known them? And are you of any kin to either of them?

Int. 3. State whether you have any interest in the result of this suit.

249 Int. 4. State whether you know the Burch and McDonald Places, of Bolivar Co. (sometimes called the Frank & Reinach Places); and, if yes, state how long and how well you have known the same, giving in full your opportunities for becoming acquainted with them.

Int. 5. If you say you know said places, then state what is the present fair market value of the same; and state on what data you base your valuation; and state whether you are familiar with land values in that locality.

Int. 6. What is the present annual rental value of said places?

Int. 7. State whether you know the places in Bolivar county owned or claimed by Mrs. Scott—that is to say, the places commonly known as the Myer, Weiss & Co. Place, the Lee Place, the Sillers Place, the Leech Place, and the Miller Place.

Int. 8. If you state that you do know the places mentioned in Int. 7, then state how long and how well you have known the same, giving in full your opportunities for becoming acquainted with them.

Int. 9. If you state that you do know the places mentioned in Int. 7, then state what is the present fair market value of the same, and state on what data you base your valuation.

Int. 10. If you state that you do know the places mentioned in Int. 7, then state what is their present rental value.

Int. 11. Since the purchase of the Buch & McDonald Places by Geo. Y. Scott and prior to the 27th day of March, 1886, state
250 who has claimed in and through that community to be the owner of those two places, if you know?

Int. 12. State whether you know what was the general understanding & reputation in Bolivar county or in the neighborhood about those places in respect to the ownership of the Buch & McDonald Places from the time of their purchase by Geo. Y. Scott or his wife, as the case may be, from Frank & Reinach until about the 27th day of March, 1886; and, if yes, state what it was.

Int. 13. State whether you know who has claimed in & through that community to be the owner of the several places described in Int. 7 from the time of their respective purchases by Geo. Y. Scott or by his wife, as the case may be, until the 27 day of March, 1886; and, if yes, then state who has so claimed.

Int. 14. State whether you know what was the general understanding & reputation in Bolivar county and in the neighborhood about those places in respect to the ownership of the places described in Int. 7 from the time of their purchases by Geo. Y. Scott or by his wife, as the case may be, until about the 27 day of March, 1886; and, if yes, state what it was.

Int. 15. State whether you know anything of the residence of Geo. Y. Scott in Rosedale, its character & value; if yes, state what you know on these points.

Int. 16. State whether you know anything of the ownership of the mules, waggons, and other personalty on the places in controversy or any of them; and, if yes, state what you may know in
251 reference to it, giving especially the value thereof; and state who claimed to own such personalty and who was generally understood throughout the neighborhood to be the owner of it (if you know) prior to the 27th day of March, 1886.

Int. 17. State whether you know anything about the habit or custom of Mrs. Lottie M. Scott in respect to permitting the corpus of her places or estate to be bound or pledged for her husbands debts & obligations; if yes, state what you may know on this point.

Int. 18. State whether you know anything about the mortgage recorded in Bolivar Co., Book II of Land Deeds, p. 220, from Geo. Y. Scott to Charles Scott, its consideration and the use made by Geo. Y. Scott of the money thereby secured; if yes, tell what you may know of it.

Int. 19. State whether you know of any other indebtedness owing

by George Y. Scott to Charles Scott and not secured by said mortgage. And, if yes, what is the sum of it?

Int. 20. State whether you have at any time had any business connection with any or all of the above-named places. If yes, what connection, and when & for how long a time?

Int. 21. State whether you know where the plantation supplies used on said places during the years 1883, 1884, and 1885 were purchased; and, if yes, then state where.

Int. 22. State whether you know the general reputation of Geo. Y. Scott in the community in which he lives for honesty & integrity; if yea, state what that reputation is.

252 Int. 23. State whether you know anything of the financial ability of Geo. Y. Scott prior to the year 1883; if yea, state what you know on that point.

Int. 24. If you state that you know the places heretofore mentioned or any of them, state now their present situation as to equipment, labor, competancy of manager, and other points material to their effective management for the year 1887.

Int. 25. State whether you know anything of the solvency or insolvency of Geo. Y. Scott at the time he and Charles Scott were purchasing lands together, say from 1876 to 1881; if yes, tell what you may know about it.

Int. 26. State whether you know anything of any moneys of Mrs. Lottie M. Scott or of her father which Geo. Y. Scott is claimed to have had in his possession during the time he was engaged in said land purchases and in paying for said lands; and, if yes, state all you may know about it and about what he did with such monies.

Int. 27. State whether you had anything to do with making the land and personal assessments of taxes for Bolivar Co. in 1883; and, if yea, what, and state the manner in which such assessments were made, showing whether they were always made on a statement rendered by the assessor or not.

Int. 28. State whether the assessor that year had any assessment list handed in by Geo. Y. Scott or Lottie M. Scott; and, if not, on what the assessment made was based.

253 Int. 29. State whether or not in making the assessments the property was always assessed to the persons known in fact to be the owners; and, if not always, why not. Explain what you may know on this point.

Int. 30. In making such assessments is it the fact that the assessors assessed the property at its full value or is it not the fact? What about this point?

Int. 31. Did you know Mr. Baldwin, the father of Mrs. Lottie M. Scott, and is he living or dead & when did he die? Did he leave any children besides Mrs. Scott, and what was the condition of his estate and his pecuniary condition during his lifetime, since 1875, about?

Int. 32. In making the earlier purchases of lands state whether you know how it happened that Geo. Y. Scott took titles thereto in the name of his wife; and, if yea, state what his intent was and all

you know on this point, and tell how you obtained your knowledge on this point.

Int. 33. State whether you know the net annual income derived by Geo. Y. Scott from his office of sheriff of Bolivar Co.; and, if yes, state what that income is.

Int. 34. State whether you know whether Geo. Y. Scott is or has been making payments of his debts and has been applying his resources to their liquidation. Tell what you know on this point.

Int. 35. State whether you know of any offer made by Geo.
254 Y. Scott, shortly before this suit was brought, to Col. Neely, of the firm of Brooks, Neely & Co., complainants, to secure the debt sued on herein; if yea, tell what you may know about —.

Int. 36. State whether at that time Col. Neely was informed by any one of the ownership of the mules & other personalty on the place; and, if yes, state by whom; and state when it was and who it was that he was informed owned them.

Int. 37. State whether you know anything of the particulars of the debt sued on in this cause; whether the same was or not for supplies or monies used on the farms of either Geo. Y. Scott or Lottie M. Scott; whether the supplies purchased were for use on the farms or in the jail of the county. Tell all you may know on this point and what opportunities you had to know anything about it.

Int. 38. State whether or not during the time Geo. Y. Scott was trading with complainants he carried on a business of advancing supplies to planters; and, if yea, whether any of the debt sued on is or is not for supplies & monies used by him in that business.

Int. 39. State what you, from your familiarity with the management of farms in your locality, may know in regard to the consequences on the labor on the places in controversy of the placing of said places into the hands of a receiver.

Int. 40. If you know of anything of benefit to either side to this controversy and concerning which you have not already been interrogated now set forth the same as fully and at large as if you were thereunto specifically interrogated.

EDWARD MAYES,
Sol. for Def'ts.

255 *Note of Directions.*

F. J. Weaver must answer questions 1 to 14, incl., & Q. 40.
E. H. Moore, questions 1 to 14, incl., & Q's. 40.
Charles L. Jones, questions 1, 2, 16, 22, 37, & 40.
Wm. A. Yerger, questions 1 to 14, incl., qu. 22 & 40.
Godfrey Frank, questions 1 to 14, incl., qu. 22 & 40.
George Brazier, questions 1 to 14, incl., 22 & 40.
E. G. McCauley, questions 1 to 14, incl., 23 & 40.
E. C. Field, questions 1 to 14, incl., 23 & 40.
Fred. Clark, questions 1 to 14, incl., 16, 22, 24, 31, & 40.
J. W. Gill, questions 1 to 14, incl., 16, 22, 24, & 40.
F. R. McGuire, questions 1 to 14, incl., 18, 19, 23, 30, & 40.
Stanley Lawler, questions 1 to 14, incl., 16, 20, 21, 22, 31, & 40.

Walter Sillers, questions 1 to 14, incl., 16, 24, 31, & 40.
Oscar G. McGuire, questions 1 to 14, incl., 16, 18, 19, 22, 24, 31, & 40.
J. H. Wright, questions 1 to 14, incl., 22, 23, 24, & 40.
Henry Adams, questions 1 to 14, incl., 22, 23, 24, & 40.
Ben. C. Johnson, questions 1 to 14, incl., 22, 27, 28, 29, 30, & 40.
Mrs. Anna M. Baldwin, questions 1 to 14, incl., 16, 17, 25, 26, & 40.
John A. Robertson, questions 1 to 14, incl., 20, 21, & 40.
Frank M. Scott, questions 1 to 19, incl., 40.
Charles Scott, questions 1 to 21, incl., 23, 24, 25, 26, 31 to 40, incl.

EDWARD MAYES,
Sol'r for Def'ts.

Filed April 11, 1887.

G. R. HILL, *Clerk.*

256 UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States.

BROOKS, NEELY & CO.
vs.
GEO. Y. SCOTT & WIFE. } In Equity.

Cross-Interrogatories to be Propounded to the Following Witnesses for the Defendants.

Complainants reserving all exceptions to the interrogatories propounded to said witnesses for incompetency and irrelevancy and all other objections to said depositions when taken, to wit, F. J. Weaver, E. H. Moore, Charles S. Jones, William A. Yerger, E. C. Fields, Fred. Cline, J. W. Gill, T. R. McGuire, Stanley Lawler, Walter Sellers, Oscar G. McGuire, J. H. Wright, Henry Adams, Ben C. Johnson, Mrs. Anna M. Baldwin, John A. Robertson, Frank M. Scott, & Charles Scott, said cross-interrogatories to be propounded to each witness as the same are designated in the foot-note hereto by their numbers.

X Int. 1st. If in answer to the 11th, 12th, 13th, & 14th Ints. you say that Geo. Y. Scott, prior to the 27th day of March, 1886, claimed to own the Burch & McDonald Places, & that it was general understanding in Bolivar county, prior to said date, that he did own them, state exactly how you derived your information—from him, from the records, or general report.

X Int. 2. If in answer to the 13th & 14th Ints. you state that Mrs. Lottie M. Scott, the wife of Geo. Y. Scott, prior to the
257 27th of March, 1886, claimed to own, and it was the general understanding that she did own, the Meyer, Weiss & Co. Place, the Lee Place, & the Sillers Place, state exactly how you derived your information—from her, from the records, or general report.

X Int. 3. State if you know what is known as *to* the Campbell Place, and where it is situated.

X Int. 4. Is it not a fact that what is here described as the Meyer, Weiss & Co. Place, the Sillers Place, the Campbell Place, the Lee Place, the Burch & McDonald Places, after the 1st of January, 1883, and until the 1st of January, 1886, comprised what is known as the Scott Place or Scottland plantation, near Beulah, & between Beulah & Riverton, in Bolivar county; that it was all in the posession and under the control of Geo. Y. Scott, and that it was all under one fence and one manager employed and paid by Geo. Y. Scott, and was it not always known and spoken of as his plantation? Answer fully and specifically.

X Int. 5. State whether or not after the 1st day of January, 1885, and prior to the 27 day of March, 1886, you ever heard Geo. Y. Scott say that he did not own any property whatever, that his wife owned everything, and that he was broke and unable to pay his debts; and is it not a fact that during the time mentioned he often said so, and that it was generally understood during that time, from his statements, that his wife claimed to be the owner of all the property in his possession, personal & real?

X Int. 6th. If you have stated what is the rental
258 value of the Burch & McDonald Places, state how many acres of cleared land there is on those places, if you know; how much lands rent for per acre in that locality; what taxes were paid on those places in 1882, 1883, 1884, & 1885; what improvements were put upon them during said years, and the cost of the improvements; and state further how much cleared land there was in said years on the Meyer, Weiss & Co. Place, the Lee, Sillers & Campbell Places each, and how much the same kind of land rents for per annum; what improvements were put upon them during said years, and the costs of the improvements.

X Int. 6th. What is the annual cost of keeping up a plantation the size of the Scott Place, or Scottland Place, as its was on the 1st of January, 1886, including taxes, repairs of fences, houses, gins, & other necessary expenses.

X Int. 7th. If you have stated that you know the fair market value of the different places named to you in the direct interrogatories, then state in detail what it is. What is the Meyer, Weiss & Co. Place worth? What is the Sillers Place worth? What is the Campbell Place worth? What is the Lee Place worth? What is the Burch Place worth? What is the McDonald Place worth? What is the Miller Place worth? What is the Leech Place worth? It is meant by this not what you would take for the places if you owned them separately or together, but what, if sold either separately
or together, for cash, a prudent man would be willing to bid
259 who intended to buy and pay for in good faith.

X Int. 8. If in answer to 15th Int. you say you know anything of the residence of Geo. Y. Scott in Rosedale and its character and value, state when he bought it, its exact condition at the time, & what he paid for it, how much land there was then attached to it, and how much, if any, he has added to it & what he paid for

it, what improvements he put on the lot, and what additions and improvements he made to the dwelling, and what you think the present value of the residence and lot — has been improved by him is, & is it not now the handsomest residence in town and costing more than any other except the residence of Mr. Chas. Scott.

X Int. 9. If in answer to the 16th interrogatory you say that prior to the 27th of March, 1886, you knew that the mules and other personal property on the lands in controversy were claimed as the property of Geo. Y. Scott, and it was generally understood throughout the neighborhood that he was the owner, then say how you know that he claimed it, and how do you know it was generally understood to be his. Who did you ever hear say it was his? Was there any assessment of mules or other personal property to him in 1883, 1884, & 1885; if yea, how many and what was their value in each year?

X Int. 10. If you say that in the years 1883 & 1884, 1885 it was understood in the neighborhood he was the owner of the mules & other personal property on the place, was it not just as much
260 understood that he was the owner of all the lands known as the Scott Place, or Scottland Place, near Beulah, except to those who were intimate with him or took pains to examine the records? Answer fully.

X Int. 11. If you say you know anything of the mortgage given by Geo. Scott to Chas. Scott, recorded in B. II, page 220, about which you are asked in Int. 18, then state what property is embraced in said mortgage, when said mortgage was filed for record, when it was recorded, what amount of money was actually advanced at the time by Chas. Scott to Geo. Y. Scott, and how much of the consideration was for money due prior to that time by Geo. Y. Scott to Chas. Scott.

X Int. 12. Was not a part of the consideration for monies due by Geo. Y. Scott to various parties and the payment of which was assumed by Chas. Scott? If yea, give the different amounts and the persons or parties whose claims against Geo. Y. Scott were so assumed.

X Int. 13. Do you know of any other mortgage given by Geo. Y. Scott in the year 1885 to any other person or persons? If yea, what was the consideration of said mortgage, what property was conveyed, what amount of debt was secured, to whom was it given, and was it ever recorded? And, if it never was recorded, state why it was not, when it was filed for record, what became of it, and, if it was taken from the office, by whom was it taken, and when & why? Answer fully and specifically.

261 X Int. 14. If you say, in answer to 19th Int., that you know of any other indebtedness of Geo. Y. Scott to Chas. Scott, state specifically what it is, each amount, & for what it is due.

X Int. 15. If in answer to the 21st Int. you say you know where the plantation supplies used on said place in the years 1883, 1884, & 1885 were purchased, state how you know? Were you managing or buying for said plantation in said years? Who made the purchases? Did you

or Geo. Y. Scott? And, if you say they were bought at certain places may not Geo. Y. Scott have bought from other places also?

X Int. 16. If, in answer to the 22 Int., you say you know the general reputation of Geo. Y. Scott in the community in which he lives for honor and integrity, and that it is good, state when & where you have heard his reputation for honor and integrity questioned and discussed & how often has it been made a question, some affirming that he was a man of honor and integrity and others denying. Answer fully.

X Int. 17. If, in answer to the 23d Int., you say you know anything of the financial ability of Geo. Y. Scott prior to the year 1883, state how you derived your knowledge, what property did he have other than that purchased, some in his wife's name and some in his own, prior to 1st Jan'y, 1883, and now the subject of controversy in this suit. If he had any other means or property prior to that time, in what did it consist and what became of it?

262 X Int. 18. Who is E. G. McCauley, where does he live, is he white or colored, does he or did he ever live in Bolivar county?

X Int. 19. If, in answer to 25th Int., you say you knew that Geo. Y. Scott was solvent from 1876 to 1881 state in what his means consisted. Was it not entirely derived from his practice and professional relations with Chas. Scott and in the purchase of land which they made together? Was it not always partly bought on time and paid for afterwards partly by profits derived from it and partly from the profits of their professional business?

X Int. 20. Did not Geo. C. Baldwin go into bankruptcy, and in what year? Who was his partner at the time? Did he ever afterwards do any business in his own name? Was it not done in the name of his wife, A. M. Baldwin?

X Int. 21. If, in answer to the 26 Int., you say that Geo. Y. Scott, between 1876 & 1881, claimed to have money in his possession belonging to Lottie M. Scott or her father state exactly what money he had or claimed to have. Did he have or claim to have any other money than what was derived from the compromise of a suit between Meyer, Weiss & Co. and Geo. C. Baldwin, in which suit Geo. C. Baldwin, in 1870 or 1871, attached the lands described in the suit as the Meyer, Weiss & Co. Place, obtained a judgment for about 1,700, and which, upon appeal, was reversed?

X Int. 22. Is it not a fact that after a reversal of said suit, Chas. & Geo. Y. Scott, then partners, desiring to buy the said Meyer,
263 Weiss & Co. Place, Meyer, Weiss & Co. agreed if they bought by way of compromise and to effect a sale to allow them in part payment a certain amount of the money claimed by Geo. C. Baldwin in part payment for said land and the property then on it? If yea, state what that amount was.

X Int. 23. State if you know of any other money ever given by Geo. C. Baldwin to Geo. Y. Scott which was invested in any of the land in controversy in this suit or any of the land divided between himself and his brother, Mr. Chas. Scott; if yea, how much and when.

X Int. 24. Is it not a fact that prior to the 27 of March, 1886, Geo. Y. Scott was largely indebted to his mother-in-law, Mrs. A. M. Baldwin; if yea, how much?

X Int. 25. If, in answer to Int. 27, 28, 29, 30, you say you had anything to do with the assessment-rolls of 1883 and attempt to explain the assessment for that year, as asked in said interrogatory, state exactly what you had to do with it & how you came to have anything to do with it.

X Int. 26. When did Geo. Y. Scott become sheriff? And state, if you know, whether or not the law required the sheriff to make assessments of personal property when it had escaped assessment and it came to his knowledge.

X Int. 27. Is or is not Geo. Y. Scott the present sheriff and have you not for some time been his deputy and has he not been sheriff since the 1st Monday in January, 1884?

X Int. 28. State how you know that neither Geo. Y. Scott or
264 Mrs. Lottie M. Scott handed in a list of personal property for the year 1883. Did you make the assessment as deputy or otherwise & who was assessor for that year?

X Int. 29. After the personal assessment-roll is filed is it not afterwards passed upon by the board of supervisors, and as far as it comes to the knowledge of the board, if they comply with the law, do they not assess personal property, assisted by the assessor, and raise property not assessed at its full value?

X Int. 30. If you say you knew the pecuniary condition of Geo. C. Baldwin at the time of his death or from 1875 to that time, state whether or not he was for a long time in a low state of health—traveling anywhere and seldom at home—unable when there to attend to his business—and whether he left any estate at all, and whether or not it was all claimed by Mrs. A. M. Baldwin, who is now living and in possession of it or what is left of it, and is she not now carrying on the same business that he carried on in his lifetime and at the same place and in her own name?

X Int. 31. If, in answer to the 32 Int., you say you know how it happened that Geo. Y. Scott in the earlier purchases of land took title in his wife instead of himself in the joint partnership made by Chas. Scott & himself, state what you mean by the earlier purchases—what lands you mean.

X Int. 32. How do you know what the nett annual income of the sheriff's office is—derived from it by Geo. Y. Scott? Give the different sums and the same from each.

265 X Int. 33. If, in answer to the 34 Int., you say that you know Geo. Y. Scott has been making payment of his debts and applying his revenues to their liquidation, state what his revenues have been since he became sheriff in 1884 and what debts he has paid since that time. Please answer this specifically.

X Int. 34. In the amount sued on in this case Geo. Y. Scott is charged with one draft — favor Chas. Scott, Nov. 27, 1883, $100.00; one d'ft, Dec. 4, 1883, same, Nov. 27, '83, 270.47; one draft, June 3, 1885, same, 1,000.00; one draft, March 5, 1885, F. M. Scott, 1,000.00; one draft, April 9, 1885, E. M. Yerger, 2,000.00. Please state what

you know about these drafts and what was the consideration for these, if you know, or, in other words, what kind of debts they were intended to pay.

X Int. 35. If, in answer to Int. 35, you say you know of any offer made by Geo. Y. Scott to Col. Neely, of complainants' firm, prior to the bringing of this suit sued on herein, state exactly when and where said offer was made, who was present at the time, and what the offer was.

X Int 36. If, in answer to the 36 Int., you say whether, at the time of the alleged offer of compromise, Col. Neely was informed by any one of the ownership of the mules and other personal property on the place and by whom, state whether you were present—whether you heard what passed between Col. Neely & his counsel, F. A. Montgomery, on the one side, & Geo. Y. Scott on the other.

X Int. 37. If, in answer to the 37th Int., you say you know
266 anything of the supplies or monies received by Geo. Y. Scott from complainants and whether they were used on the place owned by Geo. Y. Scott or his wife and in controversy in this suit or in the jail, then say how you know it. Were all the goods obtained from complainants used in the jail; if not, exactly how much were? Did you see the bills of lading when goods were received or the monies received on the draft, or know anything whatever about these matters of your own knowledge?

X Int. 38. Did not Geo. Y. Scott commence house-keeping in Rosedale almost immediately after he became sheriff, and did he not have in his family his wife, child, and mother-in-law, and was he not kinder liberal in his house-keeping in entertaining company and his friends?

X Int. 39. If in answer to the 38 Int. you say Geo. Y. Scott, while trading with complainants, was advancing to planters and used means derived from complainants in making such advances, then state who he advanced to, whether he had any plan of business as a commission or other merchant or paid any privilege tax as such, & what became of the cotton received from his customers, if any, and state further whether during that time he had any other property except the property in controversy in this suit. If yea, what was it? Answer specifically. And is it not also true that G. Y. Scott received cotton from persons to whom he advanced, & bought cotton from others & gave drafts on Brooks, Neely & Co. for the price of the cotton or part of it, and was not this cotton shipped
267 to Brooks, Neely & Co.?

X Int. 40. Do you know anything about mules or other property shipped to Geo. Y. Scott in the name of Chas. Scott just prior to the bringing of this suit? If yea, please state all you know about it.

X Int. 41. Do you know anything about a set of diamonds bought by Geo. Y. Scott in New Orleans in 1872–'3 or 1874, costing about $1,700.00, and — in 1886 & prior to the 27 of March, 1886, said to have cost from 800 to 1,000, got as presents for his wife? If yea, please say all you know about it or what you have heard Geo. Y. Scott or Lottie M. Scott say about it.

X Int. 42. If you say you are a lawyer give the name of your firm and state whether or not in the year 1885 or early in 1886, prior to the 27th of March, 1886, you or your firm had any claim for collection against Geo. Y. Scott; whose claim it was, for what amount, what you did with it, whether you obtained a judgment and when and where, whether execution was ever issued, and, if not, why not, and whether said claim was ever paid.

X Int. 43. If in answer to the foregoing Int. you say you ever had any such claim and brought suit on it, then say whether or not prior to bringing suit you presented said claim to Geo. Y. Scott or talked with him about it, and whether this was not previous to March 27, 1886. And did he not tell you he would make no defence to the suit beyond a delay plea; that he had nothing out of
268 which a judgment could be made; that his wife owned all the property he was in possession of, and that this was a debt for which his wife was not liable.

X Int. 44. Did you not before bringing this suit examine the records to see what property Geo. Y. Scott owned, if any—the land records and personal assessment-rolls—and, if you did, was there anything upon said rolls to show that he owned any property at all; if yea, what property?

X Int. 45. Are you related to Geo. Y. Scott or his wife, or in any way connected with him officially, or have you been in the last four years in his employ, and in what capacity & for how long?

W. V. SULLIVAN,
F. A. MONTGOMERY,
Solicitors for Complainants.

Note of Designation.

F. J. Weaver, answer 1 to 7, inclusive.
E. H. Moore, answer 1 to 7, inclusive, & 42, 44, & 45.
C. L. Jones, answer 9, 10, & 16, & 37, 45.
W. A. Yerger, answer 1 to 7, inclusive, 16, 45.
Godfrey Frank, answer 1 to 7, inclusive, & 16, 45.
George Brazier, answer 1 to 7, inclusive, & 16, 45.
E. G. McCauley, answer 1 to 7, inclusive, & 17 & 18, 45.
E. C. Field, answer 1 to 7, inclusive, & 17 & 18, 45.
Fred. Clark, answer 1 to 7, inclusive, 16 & 30, 42, 43, 44, & 45.
J. W. Gill, answer 1 to 7, inclusive, & 9, 10, 16, & 45.
F. K. McGuire, answer 1 to 7, inclusive, & 11, 12, 13, 14, 17, 18, 30, & 45.
Stanley Lawler, answer 1 to 7, inclusive, & 9, 10, 15, 16, 30, & 45.
Walter Sellers, answer 1 to 7, inclusive, 9, 10, 30, & 45.
A. G. McGuire, answer 1 to 7, inclusive, & 9, 10, 11, 12, 13, 14, 16, 30, 45.
J. H. Wright, answer 1 to 7, inclusive, & 16, 17, 18, & 45.
269 Henry Adams, answer 1 to 7, inclusive, & 16, 17, & 18 & 45.
Ben. C. Johnson, answer 1 to 7, inclusive, & 16, 25, 26, 27, 28, 29, 45.

Mrs. A. M. Baldwin, answer 1 to 7, inclusive, & 9, 10, 19, 20, 21, 22, 23, 24, 41, 45.

John A. Robertson, answer 1 to 7, inclusive, & 15, 45.

Frank M. Scott, answer 1 to 7, inclusive, & 8, 9, 10, 11, 12, 13, 14, 15, & 45.

Charles Scott, answer 1 to 7, inclusive, & 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 45.

Filed May 7, 1887.

C. D. HILL, *Clk.*

UNITED STATES OF AMERICA,
Northern District of Mississippi, Western Division.

In the District Court of the United States, to the June Term, 1887.

BROOKS, NEELY & Co.
vs.
GEO. Y. and LOTTIE M. SCOTT. } In Equity.

Be it remembered that on the days mentioned, to wit, on the 7th, 11th, 12th, 14th, 15th, 16th, 18th, 19th, 20th, 21st and 25th days of July, A. D. 1887, and on the 2nd and 12th days of August, A. D. 1887, by virtue and in pursuance of a commission to me directed from the district court of the United States for the western division to take the depositions of the following-named persons, to wit: F. J. Weaver, Mrs. A. M. Baldwin, Godfrey Frank, O. G. McGuire, E. C. Field, Geo. Brazier, T. S. Lawler, Fred. Clark, W. A. Yerger, B. C. Johnson, F. R. McGuire, Walter Sillers, F. M. Scott, C. L. Jones, E. H. Moore, J. W. Gill, E. G. McCauley, Harry Adams, & Jno. A. Robertson, and Chas. Scott, residents of Bolivar
270 county, Mississippi, and witnesses for the defendants in a certain case therein pending, wherein Brooks, Neely & Co. are the complainants and Geo. Y. and Lottie M. Scott are defendants, on the interrogatories and cross-interrogatories annexed to and accompanying said commission, I caused the said F. J. Weaver, Mrs. A. M. Baldwin, Godfrey Frank, O. G. McGuire, E. C. Field, Geo. Brazier, F. S. Lawler, Fred. Clark, W. A. Yerger, B. C. Johnson, T. R. McGuire, Walter Sellers, F. M. Scott, C. L. Jones, E. H. Moore, J. W. Gill, E. G. McCauley, Henry Adams, John A. Robertson, and Chas. Scott, persons of sound mind and upwards of twenty-one years of age, to come before me. The said named witnesses, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, in answer to the interrogatories and cross-interrogatories did depose and say as follows:

Ans. to Int. 1. Harry Adams; 43 years old; merchant; Riverton, Bolivar Co., Miss.

Ans. to Int. 2nd. I have known Geo. Y. Scott since 1879. I am not personally acquainted with his wife. I am no kin to either.

Ans. to Int. 3rd. I have not.

Ans. to Int. 4th. I know said places; have known them since I came to the county, but did not know them by name of Burch & McDonald Places until 1883, as I had always heard them spoken of as the Scott Place. I have been on the McDonald Place and
271 by it often, but the lands are very good and the place, as a whole, is a valuable one.

Ans. to Int. 5th. I value said lands at not less that $50 per acre for the cleared lands; base my valuation on the amount of cotton said lands will produce and the amount of rent it brings and the location and fertility of the soil. I am tolerably familiar with land values in that locality.

Ans. to Int. 6th. I would say about $1,800.00 was a fair rental value for said lands.

Ans. to Int. 7. Yes; I have been on the places and know where they are located. I have known them since 1880.

Ans. to Int. 8th. I have answered in 7.

Ans. to Int. 9. These lands are worth about $50 per acre for the cleared lands. My value is based on same data given in Ans. to Int. 5.

Ans. to Int. 10. These lands will rent for about $6,500.00.

Ans. to Int. 11. I have known them as the Scott Places, but I do not know of my own knowledge who is the owner thereof; I have heard them spoken of as Scott, Burch, & McDonald Places.

Ans. to Int. 12. I cannot answer Int. 12th any fuller than I have already done in answer No. 11.

Ans. to Int. 13. I have known the places as the Scott Places and have heard that Mrs. Scott owned a part of the lands comprising said places, but as to what particular places I don't know.

Ans. to Int. 14. I do not know, but, as stated in answer 13, I
272 have heard that Mrs. Scott owned a portion of the place, but I do not know what part.

Ans. to Int. 22. It is good.

Ans. to Int. 23. I do not know anything.

Ans. to Int. 24. The place is well stocked with labor, well equip-ed, and the manager is of considerable reputation, and the crops are fine.

Ans. to Int. 40. I know of nothing more.

HARRY ADAMS.

Sworn to and subscribed before me this 21st July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to X Int. 1. I have not stated.

Ans. to X Int. 2. I stated that I had heard that Mrs. Scott was the owner of a part of the places or place, but did not know what part.

Ans. to X Int. 3. I don't know.

Ans. to X Int. 4. I have heard them spoken of as the Scott Place. I don't know who pays the manager. I don't know whether they are all under one fence or not, but think they are.

Ans. to X Int. 5. I never had any conversation with Mr. Scott concerning the matters in my life.

Ans. to X Int. 6. There is about 280 acres of cleared land on the Burch & McDonald Places. I have stated what lands rent for in that locality in my direct answers. I don't know what taxes were paid, nor I don't — what improvements were put on said places nor their cost. There is about 1,100 acres in cultivation now
273 in last-mentioned places, but I don't know what there was in the years mentioned.

Ans. to X Int. 6. I don't know. I never made any calculation as to what it would cost.

Ans. to X Int. 7. I don't know the exact number of acres of land in the places each as described by their respective names, and therefore could not say what each place would be worth separately.

Ans. to X Int. 16. I have never made it a subject of discussion nor have I ever heard it discussed.

Ans. to X Int. 17. I did not say that I knew anything about the financial ability of Geo. Y. Scott prior to 1883.

Ans. to X Int. 18. E. G. McCauley is white; he lives in Bolivar county, Miss.

Ans. to X Int. 45. I am no relation to him or his wife, nor am I connected with him officially nor in his employ nor have I been at any time.

HARRY ADAMS.

Sworn to & subscribed before me this 21st day July, 1887.

——— ———.

Ans. to Int. 1st. Frank M. Scott; Rosedale, Bolivar Co., Miss.; age, 28 years; lawyer.

Ans. to Int. 2nd. I know both; have known Geo. Y. Scott all my life, and Lottie M. Scott since 1872. I am a brother to Geo. Y. Scott and brother-in-law to his wife.

Ans. to Int. 3. None whatever.

Ans. to Int. 4. I do know said places; have known them
274 since 1872. I am very well acquainted with the character and value of said Burch & McDonald Places, having frequently been on and rid-en over them.

Ans. to Int. 5. The present fair market value of said places is at least sixteen thousand dollars. I base my valuation of said property on the annual rental value of the same, which amounts to about $2,000.00 per annum, which, after deducting taxes, &c., would leave about sixteen hundred dollars, which is 10% on sixteen thousand dollars. I am thoroughly acquainted with land values in that locality.

Ans. to Int. 6. The present annual rental value of said places is at least $2,000.00 per annum.

Ans. to Int. 7th. I know the places in Bolivar county owned by Mrs. Geo. Y. Scott and mentioned in Int. 7.

Ans. to Int. 8. I have known said places since 1872, and am well acquainted with the character and value of the land, having frequently been on and rid-en over them.

Ans. to Int. 9. The present fair market value of Mrs. Scott's places

is $60,000.00. I base my valuation of said property on the annual rental value of same, which, after deducting taxes, &c., will pay 10% per annum on $60,000.00.

Ans. to Int. 10. The present annual rental value of said places is between 7 and 8 thousand dollars per annum.

Ans. to Int. 11. Geo. Y. Scott has claimed to be the owner of the Burch & McDonald Places since his purchase of them from
275 Frank & Reinach, which was long prior to the 27th day of March, 1886. This was generally known through the community in which Mr. Scott lived.

Ans. to Int. 12. It was generally understood in Bolivar county and in the neighborhood in which Mr. Scott lived from the time of the purchase of the Burch & McDonald Places from Frank and Reinach until and after the 27th of March, 1886, that he, Geo. Y. Scott, was the owner of said places.

Ans. to Int. 13. Mrs. Lottie M. Scott has claimed in and through this community to be the owner of the several places described in Int. 7 from the time of their respective purchases by her until the 27th of M'ch, 1886, and still claims to be the owner of said places.

Ans. to Int. 14. It was generally understood in the county and in the neighborhood in which Mrs. Scott lives that she was the owner of the several places mentioned in Int. 7 from the time of their respective purchases until the 27th of M'ch, '86, and is the owner of them now.

Ans. to Int. 15. I know the residence of Geo. Y. Scott, in the town of Rosedale, Miss. It is a very comfortable and comparatively new building and is worth, with the out houses and buildings, fences, &c., at least $4,000.00.

Ans. to Int. 16. I know of the personalty, mules, wagons, &c., on the places in controversy. They are worth about $7,000.00. Geo. Y. Scott has always claimed and he is generally understood throughout the neighborhood to be the owner of the mules, wagons, and
276 other personalty on said places, and was so considered prior to the 27 of March, 1886.

Ans. to Int. 17. Mrs. Lottie M. Scott has always refused to allow the *corpus* of her property or estate to be bound or pledged for her husband's debts and obligations.

Ans. to Int. 18. I know all about the mortgage recorded in Bolivar county, Book I I of the Record of Deeds of said county, page 220, from Geo. Y. Scott to Chas. Scott. Its consideration was $—. It was a loan made by Chas. Scott to Geo. Y. Scott to enable said Geo. Y. to pay off some urgent debts which he owned at that time. The whole transaction was a *bona fide* one, and every dollar secured by said mortgage, and more, too, was due said Chas. Scott at the time said mortgage was given, and said mortgage was given to secure the amount mentioned therein.

Ans. to Int. 19. Geo. Y. Scott owed Chas. Scott at the time the mortgage mentioned and recorded in Deed Book I I, page 220, was given not less than $1,500, fifteen hundred dollars, which was not secured by said mortgage.

Ans. to Int. 40. I know of nothing further material to either party.

F. M. SCOTT.

Sworn to and subscribed before me this 12 day of August, 1887.

G. B. LANCASTER,
Commissioner.

Answers to Cross-Interrogatories.

277 Ans. to X Int. 1st. I derive my information from Geo. Y. Scott, from general report in the county, and from having seen and read the deed from Frank & Reinach to Geo. Y. Scott.

Ans. to X Int. 2. I know that Lottie M. Scott owned the places mentioned in direct Int. 7 prior to the 27 of M'ch, 1887, by information from her, from general report, and from the records of Bolivar county.

Ans. to X Int. 3. The Campbell Place is that portion of Mrs. Lottie M. Scott's property lying back of the Sillers Place. It was purchased from Mrs. Campbell, who was *formally* a Miss Lee.

Ans to — Int. 4. The places mentioned in X Int. 4 were from the 1st of Jan'y, 1883, to 1st of Jan'y, 1886; comprise what is known as the Scott or Scottland plantation; that it was all managed by one man, who was paid by Geo. Y. Scott. It was generally understood and known that all the places except the Burch and McDonald Place- were the property of Mrs. Lottie M. Scott.

Ans. to X Int. 5. I never heard Geo. Y. Scott say, either after the 1st day of Jan'y, 1885, or since, that he did not own any property whatever, and that his wife owned anything, but I knew and have heard him say repeatedly that he owned all the personal property on the Scott or Scottland Place, and also that he owned the Burch & McDonald Places.

Answer to X Int. 6. There is about 280 acres in cultivation in the Burch & McDonald Places. This land rents — from 7 to 8
278 dollars per acre. I don't know what taxes were paid on these places during the years mentioned nor what improvements nor the cost of the same. There is about 916 acres on the Meyer, Weiss & Co., the Lee, the Sillers, — Campbell Places cleared. This land rents for from 7 to 8 dollars per acre. I don't know about *the* how much was spent for improvements.

Ans. to X Int. 6. I don't know what the annual cost of keeping up a plantation of this size would amount to, nor what the repairs of the fences, gin-house, taxes, &c., would cost.

Ans. to X Int. 7:

Meyer, Weiss & Co. Place	is	worth			$16,000 00
Lee & Campbell	"	"	"		25,000 00
Sillers	"	"	"		4,500 00
Leach	"	"	"		1,000 00
Burch	"	"	"		6,000 00
McDonald	"	"	"		10,000 00
Miller	"	"	"		8,000 00

Ans. to X Int. 8. He bought his residence in Rosedale in Dec., 1885, for $1,350.00. It consisted, at the time of his purchase, of 2 rooms with a hall, and an **L** with dining-room and kitchen and front and back gallery. The front rooms were nicely finished and the back part tolerably nicely finished. There was an acre and one-half attached to the house at the time he bought it, and he has never purchased any land since. He has built a stable and outhouses since his purchase, and has added to the residence two large rooms and a hall and two small rooms, all of which are nicely
279 finished. It is worth in its present condition about $3,000.00. It is not the handsomest residence in Rosedale nor the most costly. Mr. Chas. Scott's is far more handsome and cost more than twice as much.

Ans. to X Int. 9. I know that he claimed the personal property, mules, &c., because I heard him and his wife say that said personal property and mules belonged to him. I have heard numbers of other persons say so, and it was so understood throughout the neighborhood. I don't know how said personal property was assessed, to whom, and at how much, as I have never had occasion to examine and see.

Ans. to X Int. 10. It was not understood and was never thought that Geo. Y. Scott was the owner of all the lands in Scott or Scottland Place, but it was know- that he only owned that part of said place known as the McDonald & Burch Places, and it was well known and understood in this neighborhood and other places that Mrs. Lottie M. Scott owned by far the largest portion of said places. It was not necessary to examine the records, as this was notorious throughout the county.

Ans. to X Int. 11. The mortgage referred to in X Int. 11 was given on the mules & personal property and the Burch & McDonald Places, and was for money actually paid by Chas. Scott for Geo. Y. Scott, amounting to $13,567.54. I- was filed for record Nov. 22, 1886, & was recorded Jan'y 14, 1887. I don't know.

Ans. to X Int. 12. I don't know.

280 Ans. to X Int. 13. There was another mortgage given by Geo. Y. Scott to V. & A. Meyer & Co.; don't know the consideration, but know it was on the personal property, mules, & crops. I don't know when it was filed or recorded or when or by whom taken from the office.

Ans. to X Int. 14. I know at the time the mortgage to Chas. Scott was given there was a balance due Chas. Scott of considerably over a thousand dollars. I don't know who the different am'ts were paid to nor in what sums.

Ans. to X Int. 15. I did not answer direct Int. 21st.

Ans. to X Int. 45. I am a brother to Geo. Y. Scott.

F. M. SCOTT.

Sworn to & subscribed before me this 12th day of August, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. Wm. A. Yerger; 40 years of age; manager of plantation; Rosedale, Bolivar county, Miss.

Ans. to Int. 2. I have known Geo. Y. Scott since he was a boy and his wife, Lottie M. Scott, since 1871. I am no relation to either. I am connected with Chas. Scott, his brother, by marriage only.

Ans. to Int. 3rd. I have none.

Ans. to Int. 4. Yes; I know them. I have known them since 1874. I managed the property part of the year 1886 and was over there every day.

281 Ans. to Int. 5. I think these places are worth at present not less than $16,000.00 in cash. I base my data upon the amount of rents, improvements, &c. The rent derived from them in 1886 was $1,920.00, and they will average this every year. I am familiar with land values in that locality, and think they are worth at least $50.00 per acre.

Ans. to Int. 6. Answered in answer to No. 5th.

Ans. to Int. 7. Yes; I know the places designated in Int. 7th as Mrs. Scott'- Places.

Ans. to Int. 8. I have known them about the same length of time that I have the McDonald and Burch Places and have the same opportunities of knowing them as the former, as I managed them part of the year 1886.

Ans. to Int. 9. The Miller Place has about 140 to 150 acres of land in cultivation and is worth about $8,000.00; rented in 1886 for $1,000.00 and will annually rent at that price. The other plantations owned by Mrs. Scott contain about 1,000 acres of open and cultivated land, worth about $50,000.00 in cash. These places rent for about 85 lbs. of lint cotton per acre. Said rents can be safely counted on every year. The tenants, with exception of a few, buy their supplies from the place or party who controls and cultivates same, paying him a handsome profit, and the profit from this source and from the ginning and cotton seed bought and sold at a fair

282 profit will average more than enough ordinarily to pay all expenses, leaving said rents as the average net income every year over and above all expenses. These plantations are all well improved, having thereon three steam-gins (two in running condition), three dwelling-houses, plenty of good cabins, good fences and pastures, with corn cribs, cotton-houses, wells, and other conveniences, &c. In fact, there are few properties in the valley kept in better repair.

Ans. to Int. 10. Answered in 9th Int.

Ans. to Int. 11. Since the purchase of the Burch & McDonald Places by Geo. Y. Scott I have myself personally known them to be claimed by him and believe it was generally known throughout the community, as the purchase was a good deal talked about in regard to the price, &c., and frankly believed that every one living in the community and near it knew that they were bought & claimed by Geo. Y. Scott.

Ans. to Int. 12. And I also believe it was generally known in the county that he was the owner of the Burch and McDonald Places from the time of the purchase, as it was no secret.

Ans. to Int. 13. I have known myself from statements made by himself that his wife owned the other plantations, and it was generally known throughout the community from the purchase of these places prior to March the 27th, 1886.

Ans. to Int. 14. It is an acknowledged fact in this community that his wife owned these places, and I have never heard it doubted by any.

283 Ans. to Int. 22. I know his reputation in the community, and it is good.

Ans. to Int. 40. I know nothing except that all the personal property on the place—such as about 55 or 56 mules—were owned and claimed by Geo. Y. Scott.

W. A. YERGER.

Sworn to and subscribed before me this 16th of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to X Interrogatories.

Ans. to X Int. 1st. It is generally understood throughout this community and known immediately after the purchase that Geo. Y. Scott purchased same from Mess. Frank & Reinach—that is, the McDonald & Burch Places—and was the individual owner. This matter I have heard discussed prior to M'ch 27, 1886, and several different places, and was asked if such was the case, *as* I answered yes.

Ans. to X Int. 2. I did know it and I heard it from his brother, Mr. Chas. Scott, himself, and also heard from different parties in the community, and it was generally known; and I don't believe there is a gentleman in the community but what knew this to be a fact, that Mrs. Lottie M. Scott owned the places mentioned as belonging to her.

Ans. to X Int. 3. I know which is the Campbell Place. It is a place bordering on Laban's bayou, and formerly known as the Lee Place, just back of and adjoining the Meyer, Weiss & Co. Place.

284 Ans. to X Int. 4. My knowledge of the place is this: that the Meyer, Weiss & Co., the Campbell or Lee Place, and Sillers Place comprise the Scottland plantation; that while managing these the above places were spoken of by me and Mr. Scott and were designated in our orders and conversations as Scottland Place, McDonald & Burch Places, and Miller Place. It was all under one fence except the Miller Place; suppose that was done to save expenses. Mr. Scott has control of all of the places, his own and his wife's, and made the contract with me to take charge of them all. They were not spoken of as a whole, and even to this day each place is designated and known—first, the Miller Place, Burch & McDonald Places, and Scottland plantation.

Ans. to X Int. 5. I have never heard Geo. Y. Scott say after the 1st of Jan'y, 1885, & prior to the 27th of March, 1886, that he did

not own any property and that his wife owned everything, and not able to pay his debts. I never heard he or she say that she was the owner of the property, real and personal.

Ans. to — Int. 6. There is about 240 acres of land, more or less, in cultivation on said Burch & McDonald Places. I don't know anything about the amount of taxes paid. As to improvements, there was some done before I took charge of the place, in 1886. When they were done I do not know, or how long they had been done; I did none myself. There was about one thousand acres in the Myers, Weiss & Co., the Lee, Sillers, & Campbell Places.

285 They rent for from 80 to 85 lb of lint cotton per acre, which amounts generally to about $8.00. I would say about twelve or fifteen hundred dollars per annum would be sufficient to keep up a place the size of this one.

Ans. to X Int. 7. I only know the Meyer, Weiss & Co., the Sillers, the Campbell & Lee, as a whole, and do not know their acreage separately, so I could not give the valuation as to them all together, as the Scottland Place (in the Scottland) I believe to be about 1,000 acres and worth about $50,000.00; McDonald & Reinach Places to be worth about $16,000.00, and the Miller Place about $8,000.00. I do not know anything about the value of the Leach Place.

Ans. to X Int. 16. I have heard him often talked about, as to his honor and integrity particularly, since he was made sheriff of the county, and have never heard it doubted or denied by any gentleman but what he was a high-toned, honorable gentleman.

Ans. to X Int. 45. I am no relation of Geo. Y. Scott or his wife nor in any way connected with him officially. I was in his employ a part of last summer, when I was discharged for personal differences.

W. A. YERGER.

Sworn to and subscribed before me this 16th day of July, 1887.

G. B. LANCASTER,
Commissioner.

286 Ans. to Int. 1. J. W. Gill; 27 years; merchant; Lake Beulah, Bolivar Co., Miss.

Ans. to Int. 2. I know the defendants; I have known G. Y. Scott since 1883; have known his wife about 2 years, and no kin to either.

Ans. to Int. 3. None.

Ans. to Int. 4. I have never been on the Burch Place, but have been on and by the McDonald Place quite often. I understand that the Burch Place is just back of the McDonald Place, and very much the same kind of land.

Ans. to Int. 5. From what I know of said lands I would say that $60 per acre for the cleared lands would be a fair market value for same. I base my valuation on the annual rents, on the location of said lands, and on the improvements thereon.

Ans. to Int. 6. These lands rent for from 7 to 8 dollars per acre.

Ans. to Int. 7. I know said places, but I do not know their bound-

ary lines and could not describe them by the names mentioned (except the Leach Place); said last-named place I have never been on.

Ans. to Int. 8. I have known said places, except the Leach Place, since 1883; I have been by and through said lands.

Ans. to Int. 9. My valuation is based upon the same data given in valuing the Burch & McDonald Places, and as these lands are all adjoining each other I would say they were worth as much per acre as said Burch & McDonald Places.

287 Ans. to Int. 10. These lands rent for from 7 to 8 dollars per acre, and it is my understanding there is about 1,000 acres of land in said places in cultivation.

Ans. to Int. 11. I have always heard them spoken of as the Scott Places. I have been told that the Bu-ch & McDonald Places belong to him—Geo. Y. Scott.

Ans. to Int. 12. I have heard that they belonged to Geo. Y. Scott.

Ans. to Int. 13. I have heard said places spoken of as belonging to his wife.

Ans. to Int. 14. I have heard them spoken of as the Scott Places. I can't say what was the general understanding in the county as to ownership, but my impression is that they belonged to Mrs. Scott.

Ans. to Int. 16. I have heard that the mules and other personal property belonged to G. Y. Scott.

Ans. to Int. 22. I know that as for honor and integrity, and as being an upright, high-toned gentleman, he stands as high as any one.

Ans. to Int. 24. The places are under the control of a competent manager, are well equip-ed for labor, and have good crops on them for the year 1887.

Ans. to Int. 40. I know of nothing more.

J. W. GILL.

Sworn to and subscribed before me this 20th day of July, 1887.

G. B. LANCASTER, *Commissioner.*

288 *Answers to X Interrogatories.*

Ans. to X Int. 1. I heard it from him.

Ans. to X Int. 2. The Miller Place I know was sold to Mrs. Scott. Mr. Geo. Y. Scott told me that she was the owner of the rest of the places mentioned in direct Int. 7.

Ans. to X Int. 3. I don't know the place by that name.

Ans. to X Int. 4. I was always under the impression that the places were known as the Scott or Scottland Places and under the control of Geo. Y. Scott, and one manager employed, and all under one fence.

Ans. to X Int. 5. I never heard him say anything of the kind. My impression is that he owned the personalty and the Burch & McDonald Places; that his wife owned the others.

Ans. to X Int. 6. My understanding is there are 280 acres of cleared land in said places. I have stated what the lands rent for in that locality; have no idea how much taxes was paid in the

years mentioned nor what improvements were put on said places and at what cost. I could not state how many acres of cleared land there is in each of said last-mentioned places in said years. I have stated what said lands rent for. I don't know, but think $2,000.00 would meet necessary repairs and taxes.

Ans. to X Int. 7. I could not say what each place is worth, as — do not know the No. of acres in each tract or place as named in the X Int. 7.

289 Ans. to X Int. 9. I heard him say he was the owner, and it was the general report that he was. I never examined the assessment-rolls of any of the years mentioned.

Ans. to X Int. 10. It was my understanding that he owned the Burch & McDonald Places & that she owned the others.

Ans. to X Int. 16. I never heard his reputation for honor & integrity discussed by any one.

Ans. to X Int. 45. I am no kin to him or his wife; never was connected officially or employed in any way or at any time.

J. W. GILL.

Sworn to & subscribed before me this 20th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. E. H. Moore; age, 37; lawyer; Rosedale, Bolivar county, Miss.

Ans. to Int. 2. I know the defendants; have known them since 1873; my wife and Lottie M. Scott are first cousins.

Ans. to Int. 3rd. I have none.

Ans. to Int. 4. I do know the McDonald & Burch Places—that is, I know their location and general character of them; have passed by them many times, but never rode over said places in my life.

Ans. to Int. 5. I think $12,000.00 to be a fair market value of said places. My value is based upon my own knowledge of said places and from information derived from those who are familiar

290 with their acreage and improvement. I am familiar with land values in that locality.

Ans. to Int. 6. I believe the annual rental value of said places is between 15 & 16 hundred dollars.

Ans. to Int. 7. Yes; I know said places generally, but am not familiar with the acreage in either place.

Ans. to Int. 8. I have known said place as above stated since 1873; have often passed by them and through parts of them.

Ans. to Int. 9. I cannot tell what portion of said places is cleared and in cultivation. The lands in cultivation are worth $50 per acre. I base my valuation upon what I know of other lands which compare favorably with these lands and in the same locality.

Ans. to Int. 10. The cleared lands will rent for $8.00 per acre.

Ans. to Int. 11. I never heard any one make any declaration concerning the ownership of said places.

Ans. to Int. 12. I do not know.

Ans. to Int. 13. Mrs. Lottie M. Scott.

Ans. to Int. 14. I do not know. It was generally understood that they were the property of Mrs. L. M. Scott.

Ans. to Int. 45. I know of nothing more of benefit to either party to this suit.

E. H. MOORE.

Sworn to and subscribed before me this 2d day of August, 1887.

B. G. LANCASTER,
Commissioner.

291 *Answers to X Interrogatories.*

Ans. to X Int. 1. I have not so answered.

Ans. to X Int. 2. My information is derived from the records and general report.

Ans. to X Int. 3. I know the Campbell Place generally. It is situated on Laban's bayou, in Bolivar county, Miss.

Ans. to X Int. 4. The places named did within the time named compose what was known as the Scottland plantation, situated between Riverton & Beulah, in Bolivar county, Miss. It was all in the possession & control of Geo. Y. Scott. It was all under one manager, of my own knowledge. I do not know who employed or paid said manager nor whether or not all of said places were under one fence. It sometimes spoken of as Geo. Y. Scott's plantation.

Ans. to X Int. 5th. Within the time mentioned I have heard Geo. Y. Scott say he was unable to pay his debts, and that they could not be collected by suit. I believe it was generally understood from Geo. Y. Scott's statements made within the time named that his wife owned the real estate and not liable for his debts, but I do not remember to have heard anything specifically said about the ownership of the Burch & McDonald Places, nor anything about the ownership of the personal property.

292 Ans. to X Int. 6. I don't know how much cleared land there is on McDonald & Burch Places, nor what taxes were paid on said places in 1882, 1883, & 1885, nor what improvements were put upon said places during those years. I don't know how much cleared land there was in the Meyer, Weiss & Co., Lee, Sillers, & Campbell Places in the years mentioned or what improvements were put upon them. The same kind of land as those places & the McDonald & Burch Places rent for $8.00 per acre per annum. My estimate, as stated in a preceeding answer, of the rental value of the McDonald & Burch Places as a whole is derived from information received from complainant- — judges who are famillar with said places.

Ans. to X Int. 6. I do not know.

Ans. to X Int. 7. I do not know, except as already stated about the Burch & McDonald Places.

Ans. to X Int. 42. I am a lawyer, a member of the firm of Moore & Jones. During years 1885 & 1886 I was a member of the law firm of Moore & Clark. Early in the year 1886 & prior to the 27 day of March, 1886, the firm of Moore & Clark held for collection Geo. Y.

Scott's notes, favor of Gordon, Bro. & Co., of Memphis, Tenn., aggregating between $4,000.00 & $4,500.00, all past due. We obtained judgment upon said notes at the December term, 1886, of the U. S. district court at Oxford, Miss. Execution was issued upon said judgment, which we directed to be returned *nulla bona*, as we knew of no property out of which the money could be made.

293 Ans. to X Int. 43. Prior to March 27th, 1886, we presented said claim to Geo. Y. Scott and attempted to get an adjustment of the thing. He replied that he could not settle it, but would make no defence except to file a delay plea. He did not say that he owned no property out which we could make the money, and that his wife's property was not liable for same.

Ans. to X Int. 44. Before bringing the suit mentioned I examined the records only with the view of ascertaining the title to McDonald & Burch Places. I did not examine the assessment-roll. I found no deed on record, either to G. Y. Scott or his wife, for the McDonald & Burch Places.

Ans. to X Int. 45. I am not related to or connected with Geo. Y. Scott or his wife except that my wife & Lottie M. Scott are first cousins. I have never been connected with G. Y. Scott officially nor in his employment.

E. H. MOORE.

Sworn to & subscribed before me this 2nd day of August, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. John A. Robertson; 36 years of —; merchant; Hunting, Bolivar county, Miss.

Ans. to Int. 2d. I know the defendants. I have known them for about eight years. I am no kin to either.

Ans. to Int. 3. None.

Ans. to Int. 4. I have known them for about 10 years; have
294 known them well since 1882. I was manager on them for the years 1884, '85, and part of 1886.

Ans. to Int. 5. I think that $15,000.00 would be a fair valuation for said places. I would say that the improved lands on said places are worth not less than $50.00 per acre. These lands rent for $8.00 per acre, and the annual aggregate rental value of said places is not less than $1,600.00.

Ans. to Int. 6. Answered in No. 5.

Ans. to Int. 7. Yes.

Ans. to Int. 8. Same as answer No. 4.

Ans. to Int. 9. These places are worth about $50,000. I base my valuation on the rental value of said places. These places rent for from five to six thousand dollars per annum.

Ans. to Int. 10. Answered in 9.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. I have always understood and it was so understood in the neighborhood that the Burch & McDonald Places be-

longed to Geo. Y. Scott, and that the other places were owned by Mrs. Scott.

Ans. to Int. 13. My understanding is that Mrs. Scott claimed to be the owner of said places.

Ans. to Int. 14. I think it was the general understanding that Mrs. Scott owned said places, as I never heard it contradicted by any one.

Ans. to Int. 20. I was manager of all the places except the Miller Place from Jan'y, 1884, until August, 1886.

Ans. to Int. 21. Nearly all of the plantation supplies for the year of 1884 & '85 were purchased in St. Louis.

295 Ans. to Int. 40. I know of nothing more.

J. A. ROBERTSON.

Sworn to & subscribed before me this 25 day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to X Interrogatories.

Ans. to X Int. 1. E. G. McCauley; physician; 33 years; Riverton P. O., Bolivar county, Miss.

Ans. to Int. 2nd. I have known Geo. Y. Scott about 1 year; don't know his wife. I am no kin to either.

Ans. to Int. 3. I have none.

Ans. to Int. 4. I know said places. I have practiced medicine on said places, and have been all over them.

Ans. to Int. 5. My understanding is there are about 280 acres of cleared land in said places. Said lands are worth not less than $60 per acre. My valuation is based on the following: These lands are well improved, well stocked with labor, and rent for 7 to 8 dollars per acre. I have bought no lands nor sold any, but I have heard what values were placed on said lands.

Ans. to X Int. 6. I have stated the rental value in my answer No. 5.

Ans. to Int. 7. I know all of said lands, but do not know them as divided into places mentioned in Int. 7.

Ans. to Int. 8. I have known said lands about 1 year. I have been on them frequently in my practice of medicine.

Ans. to Int. 9. Those lands are worth not less than $60 per
296 acre. I don't know how many acres there are, so could not state what the gross value is. My value is based on the following: That these lands are worth 7 or 8 dollars per acre rent, are well improved, and well stocked with labor.

Ans. to Int. 10. As stated in answer 9, these lands rent for from 7 to 8 dollars per acre. I do not know the number of acres in cultivation.

Ans. to Int. 11. I could not say, of my own knowledge.

Ans. to Int. 12. I have understood that the places mentioned belonged to Geo. Y. Scott.

Ans. to Int. 13. I do not know.

Ans. to Int. 14. I do not know, because I came to the county after the 27 of M'ch, 1886.

Ans. to Int. 23. I can't say.
Ans. to Int. 40. I know of nothing more.

E. G. McCAULEY.

Sworn to & subscribed before me this 20th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to X Interrogatories.

Ans. to X Int. 1. From general report.
Ans. to X Int. 2. I did not say.
Ans. to X Int. 3. I don't know.
Ans. to X Int. 4. The dates mentioned are prior to the time I came to the county.
Ans. to X Int. 5. I did not.
Ans. to X Int. 6. According to my understanding, there are 280 acres of land in the Burch & McDonald Places.
297 I have stated that said lands rent for from 7 to 8 dollars per acre. I don't know as to taxes or improvements, nor do I know how many acres of land there are in the other places mentioned.
Ans. to X Int. 6. I know not.
Ans. to X Int. 7. I do not know the places by the names mentioned.
Ans. to X Int. 17. I did not state.
Ans. to X Int. 18. Col. F. A. Montgomery, one of the attorneys for compl'ts, has been introduced to me, and knows that I am white, and that I live near Beulah, in Bolivar county, Miss., and am a practicing physician.
Ans. to X Int. 45. I am not connected or related to either, nor have I been in his employ at any time.

E. G. McCAULEY.

Sworn to and subscribed before me this 20th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. Fred. Clark; lawyer; 34 years of age; Rosedale, Bolivar county, Miss.
Ans. to Int. 2. Yes; I have known Mrs. Scott all her life and Geo. Y. Scott for 17 years. Mrs. Scott is my first cousin.
Ans. to Int. 3. None.
Ans. to Int. 4. Yes; have known these places since I was a boy. One of them lies along the public road, and both are near to my old home place, and I have frequently hunted on them.
Ans. to Int. 5th. I don't think there is any present market
298 value to land in this county, because lands cannot always be sold for cash at any price. I think these lands are worth at least $16,000.00. I base my valuation on the following facts, viz: First, the lands are high and in a thorough state of cultivation, with all the improvements necessary for a farm, and are well stocked with

tenants; second, they are situated in one of the most desirable localities in the county, within easy reach of the river, and not damaged by seep water; third, I regard the rental value to be at least 8.00 per acre and believe a loan of 20.00 per acre can be negotiated on them. I am tolerably familiar with land values in that locality & have had frequent occasions in the last 2 years to negotiate loans on improved lands in this county.

Ans. to Int. 6. I do not know the exact No. of acres in cultivation, but think they will rent for from $1,800.00 to $2,000.00 per year. In fixing this rental value I mean that the aggregate rent paid by the tenants will be about that sum.

Ans. to Int. 7. I do know the places mentioned.

Ans. to Int. 8. I have known these places since I was a b-y, and have had the same opportunities for becoming acquainted with them as with the Burch & McDonald Places.

Ans. to Int. 9. I think these places are worth about $68,000.00. My estimate is made in the same manner as that of the Burch & McDonald Places.

Ans. to Int. 10th. I do not know the exact No. of acres in
299 cultivation, but believe the lands will rent to tenants for about $8.00 per acre.

Ans. to Int. 11. I think Mr. Geo. Y. Scott has claimed to own these two places, and I know they were purchased in his name.

Ans. to Int. 12. I cannot state what the general reputation in the community as to the ownership of these two places. I know of my own knowledge that the lands were purchased by Geo. Y. Scott & in his own name.

Ans. to Int. 13th. I know that Mrs. Lottie M. Scott has always been the reputed owner of those places.

Ans. to Int. 14th. Same answer as No. 13.

Ans. to Int. 16th. I cannot answer this question. My impression was that they were owned by Mrs. Scott. I don't remember to have ever heard the matter discussed.

Ans. to Int. 22. I know that Mr. Geo. Y. Scott has always had a reputation in the community in which he lives for honesty & integrity.

Ans. to Int. 24. The places seem to be now thoroughly equip-ed, well stocked with labor, and are under the supervision of a manager whom I have heard spoken of as in every way qualified to manage & cultivate the lands, and they now have a fine crop growing on them.

Ans. to Int. 31. I know Mr. Baldwin. He died, I think, about 1879 or 1880. Mrs. Scott was his only child living. His estate was perfectly solvent, and he had been a successful merchant from 1875 to his death. He was considered a wealthy man.

300 Ans. to Int. 40. I know of nothing more.

FRED. CLARK.

Sworn to & subscribed before me this 15th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to X Interrogatories.

Ans. to X Int. 1. I derive my information from Mr. G. Y. Scott himself, who can *who* consulted with in. regard to the purchase of said land prior to said purchase, and also from the fact that I have had occasion since that time to make an examination concerning the title.

Ans. to X Int. 2nd. I sold Mrs. Scott the Lee Place and know from general report and from conversations with Geo. Y. Scott and his wife, Lottie M. Scott, and from and examination of the records that the property was claimed by Mrs. Scott and the title vested in her.

Ans. to X Int. 3. I myself made the sale of the Campbell Place to Mrs. Scott and I think drew the deed. This was a part of the old Lee Place.

Ans. to X Int. 4. From March, 1882, to Feb'y, 1885, I was not a resident of Bolivar county and spent very little time there, and therefore I cannot say what was the general impression during those years.

Ans. to X Int. 5th. I can only answer this question by saying that between the dates mentioned I had occasion to attempt the collection of certain debts claimed against Mr. Scott, which he expressed himself as unable to pay, and that I brought suit
301 against him in Federal court with the view of subjecting the Burch & McDonald Places, the titles to which were not upon record, but which I knew or fully believed to be vested in Mr. Geo. Y. Scott. I do not remember of Mr. Scott's making any such representation to me.

Ans. to X Int. 6. I do not know the exact number of acres in any of the places mentioned, nor do I know anything in regard to the am't of taxes paid on them nor what improvements were placed upon them, as I was absent from the county during the first three years mentioned. I estimate the rental value of these lands to be about 8 dollars per acre.

Ans. to X Int. 6. I suppose that $1.00 an acre on the cleared land would cover the entire expense, including taxes, and to offset this the gin-house ought to be made to pay a net profit of at least $1,500.00.

Ans. to X Int. 7th. If I had money to invest I should be willing to pay for the Meyer, Weiss & Co. Place $50 per acre; for the Sillers Place $65 per acre; for the Campbell Place $50.00 per acre; for the Lee Place $45 per acre; for the Burch Place $55 per acre; for the McDonald Place $65 per acre; Miller Place $65 per acre; I do not now know what the Leach Place is worth. In making the above estimate I have placed the valuation at such a figure as in my judgment would make a safe and paying investment for any man, however prudent.

Ans. to X Int. 16. Until after my return to this county, in 1885, I never heard Mr. Geo. Y. Scott's financial credit questioned,
302 & 303 nor have I ever heard his honor as a man questioned at all by any one not having some personal grudge against

Mr. Scott, though his creditors have censured him very severely for his non-payment of his debts.

Ans. to X Int. 30. Mr. Baldwin was in very feeble health for some time preceeding his death and travelled about a good deal, but he had one of the most careful men in this country in charge of his mercantile business. He was doing quite an extensive business and had a safe run of customers. I never heard of a debt being claimed against his estate after his death. I think there was no administration in this State upon his estate, and after his death heard that the property was owned by Mrs. A. M. Baldwin. I never inquired and therefore don't know who the property really belonged to, nor did I ever think it made any difference, as they always had plenty of money and owed no debts that I know of. Mrs. Baldwin is now carrying on the same business at the same place and in her own name.

Ans. to X Int. 42. From Feb'y, 1885, to June, 1887, I was a member of the law firm of Moore & Clark. We had one or two small claims against Mr. Geo. Y. Scott, for which we thought his wife was bound, and which he paid or compromised. We also brought suit in the Federal court on a claim for Gordon Bros. & Co., amounting to about $4,000.00 or $5,000.00, against Geo. Y. Scott for money advanced to him upon a pledge of cotton shipped and upon which we thought, after a careful investigation, that the property of
304 Mrs. Lottie M. Scott could in nowise be made liable, but which we expected to realize upon by execution & sale of the Burch & McDonald Places. Judgment was obtained in the Federal court in Dec., 1886, and duly enrolled upon the records of this county. No execution has yet been issued, because of the fact that prior to the rendition of the judgment the most of the lands had been mortgaged for a larger sum of money, and the entire tract was, besides, subject to a vendor's lien of about $8,000.00. The judgment is still unsatisfied.

Ans. to X Int. 43. We presented Gordon Bros. & Co.'s claim to Geo. Y. Scott before bringing suit upon it. I think this was prior to M'ch 27, '86, and he did tell us that he would make no defence to the suit beyond a "delay plea," and that this was a debt for which his wife was not liable, though I do not remember his stating particularly that his wife was the owner of all the property of which he was in possession.

Ans. to — Int. 44. We examined the land records to ascertain the property owned by Mr. Scott, but I do not remember making an examination of the personal assessment-roll, though my former partner, Mr. Moore, may have done so. There was nothing upon the land record showing that Geo. Y. Scott owned any real estate.

Ans. to X Int. 45. I am a first cousin to Geo. Y. Scott's wife and am on his official bond as sheriff and tax collector of the county and have never been in his employ in any capacity whatsoever so far as I can recollect.

FRED. CLARK.

Sworn to & subscribed before me this 15th day of July, 1887.
G. B. LANCASTER,
Commissioner.

305 Ans. to Int. 1st. Walter Sillers; age, 35 years; lawyer; Rosedale, Bolivar county, Miss.

Ans. to Int. 2nd. Yes; I know the defendants; have known Geo. Y. Scott since 1872; Mrs. Scott all her life; am a first cousin to Mrs. Scott.

Ans. to Int. 3. None.

Ans. to Int. 4. Yes; I know the Burch & McDonald Places. I have rid-en all over said places, & know the location and character of the same. The McDonald Place is what is called in the bottom sandy soil. So is the Burch Place.

Ans. to Int. 5th. About sixteen thousand dollars. My valuation is based on the rental value of said lands, the fertility of the soil, and the location of the same. I am familiar with land values in my locality.

Ans. to Int. 6. The rental value of said places is about $2,000.00 per annum.

Ans. to Int. 7. Yes; I know all of said places. I was agent for the Lee Place several years before Mrs. Scott bought it.

Ans. to Int. 8. I have known the places all my life, and have frequently been over all parts of said places during the past 25 years while the crops were growing on same. These places comprise as fine a body of land as there is in the delta.

Ans. to Int. 9. I value said places at between fifty-five & sixty thousand dollars. My value is placed on the cleared lands. Wood land, not considered my data, is based on the locality, fertility of the soil, the rents, and usual accepted values of said lands and the improvements.

306 Ans. to Int. 10th. The present annual rental value of said places is about $7,000.00, which is about 7.00 per acre for said lands.

Ans. to Int. 11th. Geo. Y. Scott has always claimed to be the owner thereof.

Ans. 12th. It was generally known and understood that these places belonged to Geo. Y. Scott.

Ans. to Int. 13. It is generally known that the places mentioned in Int. 7th, from the time of their purchases until the 27th of M'ch, 1886, were the property of Mrs. Lottie M. Scott, and she has always claimed same.

Ans. to Int. 14. It was the general understanding & reputation in Bolivar county and in the neighborhood of said places that said places mentioned in Int. 7 were the property of Mrs. Lottie M. Scott from the time of their purchase up to this date.

Ans. to Int. 16. I know that the mules were claimed by Mr. Scott. What mules I have seen are about the average plantation mules.

Ans. to Int. 24. These places are splendidly equip-ed. I have been through the greater part of the crops this year, and they are good. Mr. Johnson, who is manager, is considered a first-class manager.

Ans. to Int. 31st. I knew Mr. Baldwin, Mrs. Scott's father. He died in 1878. I think Mrs. Lottie M. Scott was the only child he left. I do not know what the condition of his estate was. There was no administration taken out in this State on same. I*t* supposed he was worth about 30 or 40 thousand dollars at the time of his death.

307 Ans. to Int. 40. I know of nothing of benefit to either party.

WALTER SILLERS.

Sworn to and subscribed before me this 19th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to Cross-Interrogatories.

Ans. to X Int. 1. From general report.

Ans. to X Int. 2d. From her, from Geo. Y. Scott, and from general report.

Ans. to X Int. 3. Campbell Place is what is known as the Lee place and lays on both banks & drains into Laban's bayou. I was agent for the place at the time Mrs. Scott purchased the same.

Ans. to X Int. 4. Yes. These places are under one fence after year 1883 to Jan'y, 1886, and are known as the Scott Places, but the Burch & McDonald Places were as frequently spoken of as the Burch & McDonald Places as they were under the general term Scott Places. There is only one manager employed to manage the whole place. In speaking of the plantation at large it was always spoken of as the Scott Place and known as the plantations of Geo. Y. Scott and Lottie M. Scott; the Burch & McDonald Places known as the property of Geo. Y. Scott; all the other places known as the property of Mrs. Scott.

Ans. to X Int. 5. I was frequently at Mr. Scott's house during the year 1885; frequently heard Mrs. Scott & himself discuss their plantation business. He always spoke of the mules & the Burch

308 & McDonald Places as his property. I have heard *I have heard* Mr. Scott say that he was unable to pay his debts, but never heard him say that his wife owned all the property in his possession, personal or real.

Ans. to X Int. 6th. There is about 160 acres of land on the McDonald Place rented out to tenants, and it usually rents for about 80 lb of lint cotton, or about $8.00 per acre, and about 120 acres on the Burch Place rented out to tenants for about $8.00, or 80 lb of lint cotton per acre; about 336 acres in the Meyer, Weiss & Co., which rents for about 80 lb lint cotton, or $8.00 per acre; Seller's Place, 80 acres, that rent for about 80 lb lint cotton, or $8.00 per acre. The Lee Place has between 400 & 500 acres, that rent out for about $7.00 per acre. The Campbell Place is embraced in the Lee Place, and this is the usual & customary rent for lands well improved & situated in favorable localities as these lands are. These lands are partly fenced with *with* ordinary worm fence & partly by slab & wire. They have the ordinary box cabin, with shed room. On the Campbell Place

there are several nice cottage houses, which were put up by Mr. Campbell while I was agent of the place. The place is well drained. I don't know how many of these houses have been put up since 1882, nor what the cost of the improvements was. I don't know exactly what these lands are assessed at. Therefore I can't say what am't is required to keep up the taxes; $500.00 ought to cover the necessary repairs of gin-house, fences, cabins, & other improvements per annum, & half of this amount ought to be enough unless some
309 serious breakage about the gin-house.

Good cypress cabins last (such as these) from ten to fifteen years, and I know from practicable experience can be kept in repair at very little expense. It is customary to make outside ginning tolls pay all repairs of the gin.

Ans. to X Int. —. The places are worth as follows, taking cleared land as the basis of valuation:

The Meyer, Weiss & Co. Place, about $16,000.00; the Sillers Place, about $4,800.00; the Lee Place, including Campbell, about between $20,000.00 and $25,000.00; Burch Place, about $5,000.00 or $6,000.00; McDonald Place, about $10,000.00; Miller Place, between $7,000.00 & $8,000.00; only about, I believe, 20 acres of the Leach Place cleared, which would be worth, say, about $600.00; and any man knowing the lands & willing to invest money in lands, if he is any judge of lands, would be willing to give the prices that I named in cash.

Ans to Int. 9. I have heard Mr. Scott's manager, Mr. Scott, Mrs. Scott, and the tenants on the Scott Place and other persons speak of these mules as belonging to Mr. Scott. I don't know whether they were assessed to him in '83, '4, & '5 or not, nor what value was placed on them, but that the average assessed value of mules is about $75 all over the country.

Ans. to X Int. 10. The fact of Mrs. Scott's owning the Campbell, Lee, and Meyer, Weiss & Co. Places was a notorious fact and never was disguised in any way, and it was equally as notorious that Mr. Scott owned the mules and the McDonald & Burch Places
310 before I came to Rosedale, in 1884, I believe—in that neighborhood—and was interested in a mercantile business and had dealings with Mr. Scott's tenants and his manager, and was familiar with Mr. Scott's property and plantation affairs to that extent; also knew these facts from Mr. and Mrs. Scott and others, my brother and his clerks; also knew these facts from the same source.

Ans. to X Int. 30. I do not say that I knew Mr. Baldwin's pecuniary condition at the time of his death, but I do know that Mr. Baldwin was for a long time before his death in a bad state of health. For some time prior to his death his mercantile business was conducted by Mr. Diver, a careful, frugal, successful, & prudent merchant, who conducted the business successfully and made money. I know this from Mrs. Baldwin and Mr. Diver, both of whom have consulted me about affairs connected with their business. After Mr. Baldwin's death Mrs. Baldwin continued the business in the name of A. M. Baldwin & Co., Mr. Diver being the silent member of the firm, and after his death until the time of the withdrawal of

Mr. Diver from the firm of A. M. Baldwin & Co. the firm made money. Mr. Bloodworth, who succeeded Mr. Diver, also stated to me that he had made money for Mrs. Baldwin. I know of nothing further about the estate or the business of Mr. Baldwin.

Ans. to Int. 45. I am a first cousin of the wife of Mr. Geo. Y. Scott; am not connected with him officially, nor have I ever been, nor I am not in his employ, nor have I been.

WALTER SILLERS.

Sworn to and subscribed before me this 19th day of July, 1887.

G. B. LANCASTER,
Commissioner.

311 Ans. to Int. 1. Charles L. Jones; 29 years old; deputy sheriff of Bolivar county, Miss.; Rosedale, Bolivar county, Miss.

Ans. to Int. 2. Yes; I know the defendants; have known them about 14 years. I am no kin to either.

Ans. to Int. 16. It was generally understood that Mr. Geo. Y. Scott owned all the personal property on the plantation. I would say the mules were worth not less than $7,000.00. I know that the farming implements, wagons, &c., are worth at least $500.00.

Ans. to Int. 22. I don't know of a man who stands higher for honor and integrity than Geo. Y. Scott.

Ans. to Int. 37. Mr. Geo. Y. Scott furnished in 1884 & 1885 different parties—Nelson Glass, Sam. Jones, Will Currin, E. B. Fitzgerald, Jno. Baird, and a good many others that I can't remember at present without referring to their accounts, and I can't get to them to give in this deposition—and there were also used at the jail a good many supplies, which during the two years, I think, would amount to not less than $3,500.00 or $4,000.00. I don't know where Mr. Scott got all his supplies from—whether from Brooks, Neely & Co. or from some other house. I have known of some supplies that went to these customers and some to the jail that I know came from Brooks, Neely & Co., and there were others that I did not know where they came from.

Ans. to Int. 40. I know of nothing more of interest to either party to this suit.

C. L. JONES.

Sworn to & subscribed before me this 18th day of July, 1887.

G. B. LANCASTER,
Commissioner.

312 *Answer to Cross-Interrogatories.*

Ans. to X Int. 9. The reason I know that the mules belonged to Geo. Y. Scott is that he told me so, and I bought some mules from him, as also from the assessment-rolls of 1883 & 1884, and also from the fact that in 1886 he gave a mortgage on said mules to V. & A. Meyer & Co. and to Chas. Scott, which said mortgages were signed by Geo. Y. Scott alone. In 1883 there were assessed to him 30 mules, valued at

$2,250.00; 1884 there were 15 mules, valued at $1,500.00; were none assessed to him in 1885; but I know he owned mules in 1885, and I know that he owned more than 15 mules in 1884.

Ans. to X Int. 10. I have always understood that the Burch & McDonald Places belonged to Geo. Y. Scott, but that the rest of the places belonged to Mrs. Lottie M. Scott.

Ans. to X Int. 16. I have often heard Geo. Y. Scott spoken of, but never heard any one say but what he was of as high standing for honor and integrity as any man in the community.

Ans. to Int. 37. I did not see the bills of lading for the goods. I have seen Mr. Scott give drafts, for he has given me some for my services rendered in the sheriff's office; I have seen him give other men drafts on Brooks, Neely & Co. for services rendered in the sheriff's office; I have also seen him buy cotton from people who brought it to town to sell, and give drafts on Brooks, Neely & Co. in payment of same. See my direct answer No. 37 for rest of X answer.

313 Ans. to X Int. 45. I am no relation. I have been in his employ as deputy sheriff since 14 Feb'y, 1884; have also attended to other business for him.

C. L. JONES.

Sworn to & subscribed before me this 18th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1. T. R. McGuire; age, 44 years; clerk of the chancery court of Bolivar county; Rosedale, Miss.

Ans. to Int. 2nd. I know the defendants. I have known Mrs. Lottie M. Scott for the past 20 years; have known Geo. Y. Scott for the past 15 years. I am no kin to either of them.

Ans. to Int. 3. I have no interest in this suit.

Ans. to Int. 4. I have known the McDonald Place since about 1860 or '61; have known the Burch Place since 1866. Since such times I have seen them; passed through them every frequently.

Ans. to Int. 5. I say $15,000.00 would be a fair market value for said places. I base my opinion on the fact that the places rent for about 80 lb of lint cotton per acre, which would be, according to the price of cotton, $7.50 to 8.00 per acre; that there is about 280 acres of land in cultivation on said places and the rent would amount to at $7.50 per acre to about $2,100.00 per annum, which, after deducting am't for taxes, repairs, &c., would leave a very fair interest on the valuation given, and upon the location of the lands and the convenience of getting labor.

314 Ans. to Int. 6. I have understood that lands in that locality rent for from 80 to 85 lb of lint cotton per acre of the first picking; the moneyed value would be owing to the price of cotton.

Ans. to Int. 7. Yes.

Ans. to Int. 8. I have known the Meyer, Weiss & Co. Place & Lee Place since about 1860; the Sillers Place since about 1867 or '68, I

think; the Miller Place since about 1866. I have been all over the Leach property, but the one spoken of I have not been on since it was cleared up. I cultivated a part of Lee Place adjoining the Meyer, Weiss & Co. Place in, I think, 1870.

Ans. to Int. 9. A fair market value is about $50,000.00. I base my opinion on the rental value, the location, and improvements on the places.

Ans. to Int. 10. I have heard that lands in that neighborhood rent for from 80 to 85 lbs. of lint cotton per acre out of the first picking. I estimate the cleared land on said places to be about 1,080 acres; the above amount of cleared land at $7.50 per acre would amount to, say, $8,100.00. I heard a gentleman say that he would give $7,000.00 per annum rent for the place.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. Every one that I heard speak of the places always spoke of them as belonging to Geo. Y. Scott.

Ans. to Int. 13. It has been my understanding that the Meyer, Weiss & Co., Lee, Sillers, Miller, & Leach Places belonged to Mrs. Lottie M. Scott.

Ans. to Int. 14. I have heard them spoken of as
315 belonging to Mrs. Lottie M. Scott.

Ans. to Int. 18. I knew all about the mortgage a day or two previous to Nov. 22, 1886. I heard a conversation between Chas. & Geo. Y. Scott, in which Chas. Scott said he would let him have the money if he, Geo. Y. Scott, would secure him by mortgage or deed in trust, which Geo. Y. Scott agreed to do. The amount of money spoken of was something over $13,000.00. I don't remember the exact amount. On the 22nd of Nov., 1886, which was only a day or two after the above conversation, Chas. Scott and Geo. Y. Scott came to my office and handed me the mortgage spoken of, to which I took G. Y. Scott's acknowledgement. Chas. Scott instructed me to file same then and record at my convenience. The mortgage was filed at that time & indexed and recorded Jan'y 4, 1887. The consideration expressed in the mortgage is ($13,567.54) thirteen thousand five hundred sixty-seven and $\frac{54}{100}$ dollars. I suppose the money was used in paying off debts of Geo. Y. Scott.

Ans. to Int. 19. My recollection is that I heard that Geo. Y. Scott owed Chas. Scott something over $25.000.00 over and above the amount mentioned in the mortgage, $11,000.00 of which is an endorsement due this fall. I am not certain how I derive my information, but think I heard it from Chas. or Geo. Y. Scott; but am not certain.

Ans. to Int. 23. I know nothing except from general rumor. I have heard very frequently that he was a man of means, that his financial standing was good.

316 Ans. to Int. 30. The assessed value of real property is, I think, very low in this county.

Ans. to Int. 40. I know of nothing more.

T. R. McGUIRE.

Sworn to and subscribed before me this 18th day of July, A. D. 1887. ——— ———.

Answer to X Interrogatories.

Ans. to X Int. 1st. I derived my first information from D. Reinach, of the firm of Frank & Reinach, and Geo. Y. Scott, and I heard different other persons afterwards speak of it.

Ans. to X Int. 2. I derive my information from general report and the records.

Ans. to X Int. 3rd. The Campbell Place is a part of the Lee Place, and near Beulah.

Ans. to X Int. 4th. I think after the overflow of 1882 they were all under our fence and our management. I don't know who paid the manager, whether he paid part & his wife paid part, or how they were paid. I have always heard them spoken of as the McDonald & Burch Places; the rest are spoken of as the Scott Places, except the Miller Place, which is spoken of by persons who I have heard mention it as the Miller Place.

Ans. to X Int. 5. I never heard Geo. Y. Scott say that he did not own any property. I heard him say that he was pretty badly in debt, but wanted to pay his debts if he could, and told me that he would pay them if his creditors would give him time. He
317 has claimed the personal property. I never heard his wife say anything about it.

Ans. to X Int. 6. It is estimated that there are 280 acres of cleared land in the Burch & McDonald Places. I have understood that land rents for 80 to 85 lbs. of lint cotton per acre in that locality.

The taxes on McDonald & Burch Places,	1882	141 42
" " " " "	1883	70 00
" " " " "	1884	80 00
" " " " "	1885	75 00
Total		$366 43

There were a good many improvements made in 1882 & 1883, as the overflow of 1882 washed away all the fences, but I don't know the cost of same. On the Meyer, Weiss & Co. Places there is estimated to be about 330 acres of cleared land, Lee & Campbell Places about 500 acres, Sillers Place about 80 acres; between 75 & 100 acres of cleared land on the Lee Place was known as the Campbell Place. The same kind of lands in the neighborhood rents from $7.50 to 8.00 per acre.

Ans. to X Int. 6. I am unable to say.

Ans. to X Int. 7. Meyer, Weiss & Co. Place is worth about $16,600.00, Sillers Place about $4,000.00, Lee Place about $22,500.00, Burch Place about $6,000.00, McDonald Place about $8,000.00, Miller place about $7,500.00, Leach Place about $400.00.

Ans. to — Int. 11. The property embraced in the mortgage is the Burch Place, lands embraced in the McDonald Place, and 56 head of mules. The mortgage was filed for record Nov. 22, 1886, at
318 4 o'clock p. m. and recorded Jan'y 14, 1887. The amount of money actually advanced was something over $13,000.00; my

understanding was that it was for money actually loaned on that day and not to pay any old debts.

Ans. to X Int. 12. I heard Geo. Y. Scott say he wanted the money to pay some debts with. I don't know to whom he owed them nor in what amounts.

Ans. to X Int. 13. In the early part of the year 1885 Richardson & May, of New Orleans, La., sent me a deed of trust from Geo. Y. Scott to D. G. Pepper, trustee for use of Richardson & May, with instructions to file but not record until further instructed. I indexed the deed of trust and kept it in my office till some time in the early part of 1886, when I was instructed by D. G. Pepper, trustee, to give the D. T. to Geo. Y. Scott, as it had been satisfied. My recollection is that it was personal property only conveyed. I cannot say what day it was filed for record, as I have no memorandum thereof.

Ans. to X Int. 14. My answer to direct Int. 19 is as full as I can give.

Ans. to X Int. 17. I only know from general report.

Ans. to X Int. 18. E. G. McCauley is white and a practicing physician and lives near Beulah, in Bolivar county.

Ans. to X Int. 30. I have not stated anything in connection with Mr. Baldwin.

Ans. to X Int. 45. I am not related; have not been con-
319 nected in any — with him officially; have not been in his employ.

T. R. McGUIRE.

Sworn to and subscribed before me this 18 day of July, 1887.

——— ———.

Ans. to Int. 1. Ben. C. Johnson; 38 years; civil engineer & surveyor; Rosedale, Bolivar county, Miss.

Ans. to Int. 2nd. I am no kin to either; have known the defendants about six years.

Ans. to Int. 3. None.

Ans. to Int. 4. I am thoroughly acquainted with said places. I have known them for six or seven years. I have lived near them since I came to the county; have been on them frequently; have made partial surveys of both of the places, or, in other words, have surveyed the boundary lines of them.

Ans. to Int. 5. I would consider $16,000.00 a fair present cash market value of said places. I base my value upon the facts that the property is well located and improved and rents for at least 8.00 per acre, and, further, the purchase-money paid by Geo. Y. Scott for said places was $16,000.00, and property has enhanced in value since he bought said places.

Ans. to Int. 6. The present rental value is at least $2,000.00.

Ans. to Int. 7. Yes; I know all of said places.

Ans. to Int. 8. Same answer as No. 4.

Ans. to Int. 9. I would say from 50 to 55 thousand dollars. The valuation is based upon almost the same data as given in my
320 answer No. 5. The places are all adjoining each other, nicely

located, and rent for equally as much per acre as the Burch & McDonald Places.

Ans. to Int. 10. There present annual rental value is $7,500.00 to $8,000.00.

Ans. to Int. 11. Geo. Y. Scott has always claimed said places.

Ans. to Int. 12. It was always understood that Geo. Y. Scott owned said places.

Ans. to Int. 13. Mrs. Lottie M. Scott.

Ans. to Int. 14. It was & is generally known, not only to the intimate friends of Mr. & Mrs. Scott, but throughout the community, that Mrs. Scott was the owner of the places described in Int. 7.

Ans. to Int. 22. I have known Geo. Y. Scott for at least 6 years, and no man in the community stands higher as to honesty and integrity than he does. His general reputation over the county is the same, and I have never heard it questioned only in some instances by designing politicians.

Ans. to Int. 27. I made up the land assessment-roll in 1883 for the assessor and assisted him in making up the personal roll. In many instances the assessor was unable or failed to get lists made out & furnished him by the owners of property, and in such cases the assessments were made up and entered upon the roll by me.

Ans. to Int. 28. He had none from either party. I made the assessments myself and entered them upon the roll. As I knew that these parties owned taxable property and having failed to
321 furnish lists, I conceived it to be my duty to assess the property, and was so instructed by the assessor.

Ans. to Int. 29. No, it is not; in many instances property is assessed to an agent and not to the real owner of the property. In nearly all cases property of the wife is assessed to her husband, as in nearly all cases the husband pays the taxes. It is a well-known fact that our assessment-rolls here cannot be taken as reliable records from which to tell anything about either the ownership or intrinsic value of property. Our property-owners here are generally indifferent about their assessments and usually leave it to the assessor to make and enter up their assessments.

Ans. to Int. 30. They do not in hardly any cases assess it at its full value; lands particularly are usually assessed far below their real value. Our tax-payers hardly ever hand in sworn statements, and as they are burdened with heavy liens which are based upon valuations they could hardly afford to give in or have their lands assessed at full value.

Ans. to Int. 40. I know of nothing else.

B. C. JOHNSON.

Sworn to & subscribed before me this 16th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answer to X Interrogatories.

Ans. to X Int. 1. I derive my information from him and from general report.

Ans. to X Int. 2. From the records and general report.

322 Ans. to X Int. 3. Campbell Place referred to is considered to be part & parcel of what is known as the Lee Place. Same is embraced in secs. 30 & 31, T. 23, R. 7, of this county; is situated on or near Laban's bayou, 2½ miles N. E. of Beulah. All the lands in said section- 30 & 31 of said T. & R. now owned by Mrs. L. M. Scott are known as the Lee lands, except a small portion of the Meyer, Weiss & Co. lands. In speaking of the Lee Place we include the Campbell tract.

Ans. to X Int. 4. Yes; these places are generally known as the Scottland plantation, between Beulah & Riverton, in Bolivar county, and have been under the control of Geo. Y. Scott, and under one manager. They have been known and spoken of as plantations, under the control and management of Geo. Y. Scott.

Ans. to X Int. 5. I never heard him say that he did not own any property, or that he was unable to pay his debts, or that his wife claimed to be the owner of all the property in his possession.

Ans. to X Int. 6. There is about 275 or 280 acres of cleared land on the Burch and McDonald Places. Land rents for about $8.00 an acre in that locality. $366.50 were the taxes from 1882 to 1885, inclusive, on the Burch & McDonald Places. Considerable improvements have been put on them since 1882, but I do not know the cost. There are about 336 acres of cleared land on Meyer, Weiss & Co., about 400 acres on the Lee Place, including the Campbell tract, & in Sillers Place about 75 acres. This land rents for about $8.00 per acre. I am not prepared to state precisely as to improvements.

323 Ans. to Int. 6. Two thousand dollars is amply sufficient to defray the necessary expenses of keeping up such place as the Scottland plantation. This includes taxes, manager's salary, and necessary repairs on fences, &c.

Ans. to X Int. 7:

The Meyer, Wise & Co.	Place is worth	----------	$16,500 00
" Sillers	"	" ----------	3,500 00
" Lee, including Campbell,	"	" ----------	23,000 00
" Burch	"	" ----------	7,000 00
" McDonald	"	" ----------	9,000 00
" Miller	"	" ----------	8,500 00
" Leach	"	" ----------	1,000 00

I would be willing to give these amounts for the places separately or together.

Ans. to X Int. 16. I have only heard it questioned since he has been in politics in Bolivar county—since the year 1883—and then only during the campaigns. This has usually been done by those who oppose him in politics. In political campaigns it has been a question, some affirming and others denying. Some who oppose him in politics and object to him as an official have gone so far as to investigate his public accounts, &c., but in every instance he has been thoroughly vindicated; this to the satisfaction of many of those who then opposed him.

Ans. to X Int. 25. I was employed by the assessor in 1883 to arrange and complete the land-roll in this county. The clerical work or office work was all done by me, under a contract with the assessor, subsequent to writing up the roll. I revised & made copy of
324 the same agreeably to *to* an order of the board of supervisors.

Ans. to X Int. 26. Geo. Y. Scott was elected in Nov., 1883, and went into office Jan'y, 1884. Yes; the law requires the sheriff to make assessments of personal property when it has escaped assessment and come to his knowledge.

Ans. to X Int. 27. Geo. Y. Scott is the present sheriff. I was deputy sheriff and tax collector from the 10th of Nov., 1886, until the 1st of March, 1887; was never deputy for Geo. Y. Scott prior to Nov., 1886, and have not been since M'ch, 1887. He has — sheriff since 1st Monday of June, 1884.

Ans. to X Int. 28. I assisted the assessor in making up the personal roll, and all lists that were handed in were examined by me and the assessor, and I do not remember to have seen any list from either Geo. Y. Scott or his wife. J. T. Moore was the assessor in 1883 and employed me to make the land-roll and to assist him in making up the personal roll.

Ans. to X Int. 29. The board of supervisors meet 1st Monday in August to examine, equalize, and approve the assessment-roll. Yes; they assess personal property omitted by the assessor as far as it comes to their knowledge. While our supervisors in Bolivar county raise assessments when in their judgment deemed to be extremely low, yet they never so strictly comply with the law as to assess property at its full value.

325 Ans to X Int. 45. I am not in any way related to him or his wife. I am in no way connected at present. See X Ans. 27 for rest of this answer.

B. C. JOHNSON.

Sworn to & subscribed before me this 16th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1. T. S. Lawler; 32 years old; deputy sheriff; Rosedale, Bolivar county, Miss.

Ans. to Int. 2. I have known Geo. Y. Scott for about 14 years, and his wife (but only slightly) ever since I can remember. I am no kin to either of them.

Ans. to Int. 3. None whatever.

Ans. to Int. 4. I have known said places ever since I was a child. I have lived on both of said places for some time, and last year I managed the Scott Place, of which the Burch & McDonald Places are a part.

Ans. to Int. 5th. I would say that sixteen thousand dollars would be a fair market value of said places, and I base my value on the locality, high state of cultivation that the places are in, and on what rent income they bring.

Ans. to Int. 6. They rent for 85 lb lint cotton or 8.50 per acre for front portions of the place; the back lands about $7.50. There is about 280 acres of land in cultivation on said places.

Ans. to Int. 7. Yes. I know said places quite well. I lived on the Lee Place a number of years before Mrs. Scott purchased it,
326 and, as I stated before, I was manager on the Scott Place, of which the Lee Place is a part, and I would say that I know said places quite well.

Ans. to Int. 8. I have fully set forth my chances of knowing said places in Ans. No. 7.

Ans. to Int. 9. I would say that from 58 to 60 thousand dollars would be a fair market value for said places. My valuation is based on the locality of the lands, and the amount of rents they bring and the high state of cultivation they are in.

Ans. to Int. 10. They rent for from $7.50 to 8.50 per acre; would am't to at least $6,000.00 per annum.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. It was general understanding throughout the neighborhood that Geo. Y. Scott was the owner of the said Burch & McDonald Places from the time of their purchase until the 27 of Mc'h, 1886.

Ans. to Int. 13. Yes; they are claimed and owned by Mrs. Lottie M. Scott.

Ans. to Int. 14. It was generally understood and believed that they belonged to Mrs. Lottie M. Scott.

Ans. to Int. 16. The personal property belonged to Geo. Y. Scott, and was so generally known throughout the country. I don't know exact No. of mules on the place now, but when I was there there were 56 head. They were all good mules; better than the average plantation mules; the place is well supplied with wagons, implements, &c.

327 Ans. to Int. 20. I managed the place from Nov., '86, to some time in Jan'y, 1887; say about 2 months.

Ans. to Int. 21. I do not.

Ans. to Int. 22. I do. I know him to be a man of high standing throughout the county for honor & integrity. It is as good as anybody'- here or elsewhere.

Ans. to Int. 31. I did. His pecuniary condition was very good. He was a prosperous merchant at Beulah, and was supposed to be worth at the time of his death about thirty-five thousand dollars. He died about the year 1878. Mrs. Scott was the only living child.

Ans. to Int. 40. I know of nothing more.

T. S. LAWLER.

Sworn to & subscribed before me this 15th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to Cross-Interrogatories.

Ans. to X Int. 1st. I never had occasion to examine the records, but have heard from him, and it was the general report that he was the owner of said lands, viz., Burch & McDonald Places.

Ans. — X Int. 2nd. From general report.

Ans. to X Int. 3. The place you speak of as the Campbell Place is a part of the Lee Place. It is not known as the Campbell Place.

Ans. to X Int. 4. The places mentioned are known as the Scott or Scottland Places, near Beulah, but it was and is known that Mrs. Scott owned all the land except the Burch & McDonald Places,
328 which were and are known as the property of Geo. Y. Scott. The places are all managed by one manager. I could not state by who or in what manner the managers are paid or have been paid.

Ans. to X Int. 5. No; I never heard him say that he was broke and did not own any property, and that his wife was the owner of all the property, but, on the contrary, heard him say that the personal property at the Burch & McDonald Places belonged to him & the other places to Mrs. Scott, which was generally known throughout the county.

Ans. to X Int. 6. I don't know what was paid for improvements & taxes during the years mentioned, but I know the places have been improved to some extent. I have already stated the rental value & the number of acres of cleared land on said places in my direct answer No. 6. I don't know the number of acres of cleared land in the places last mentioned—that in each separate place. I have already stated what the places rent for. I would consider that five or six hundred dollars would be ample to keep up a place like that unless a boiler bursted or some other unavoidable accident of that kind occurred.

Ans. to X Int. 7. I would put the value on the places named as follows:

McDonald Place, about	$9,000 00
Miller " "	9,000 00
Sillers " "	5,000 00
Lee " "	21,000 00
Burch Place, about	7,000 00
Leach " "	2,000 00
Meyer, Weiss & Co. Place, about	21,000 00

329 Ans. to X Int. 9. I cannot state who I have heard say that the mules belonged to G. Y. Scott, but it was the general understanding that they did. I don't know who they were assessed to; have had no occasion to examine the roll; consequently could not say. I think that seven thousand dollars is a fair value of the mules, as they are good mules; rather above the average plantation mules.

Ans. to X Int. 10. It was always understood that Mrs. Lottie M. Scott was the owner of all the places except the Burch & McDonald Places, which belonged to Geo. Y. Scott.

Ans. to X Int. 15. I was only on the place for a short time, and

do not know where the supplies were bought during said years of 1883, '84, & 1885.

Ans. to X Int. 16. I never heard his honor & integrity questioned in my life, and in all my dealing- with him they have been as honorable as anyone's.

Ans. to X Int. 30. He was sick for some time before he died, but was not wholly unfit to attend to his business. He did business for a long time prior to his death in his own name. When he died his wife, Mrs. A. M. Baldwin, carried on the business in her own name, and does yet. It was always regarded that his estate was perfectly solvent and said to be worth at least thirty or thirty-five thousand dollars at the time of his death.

330 Ans. to X Int. 45. I am employed by Geo. Y. Scott at present as deputy sheriff; was employed on the plantation for about 2 months last year. I am no kin to either of them.

T. S. LAWLER.

Sworn to & subscribed before me this 15th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1. George Brazier; farmer; 60 years; near Rosedale, Bolivar county, Miss.

Ans. to Int. 2nd. I have known Geo. Y. Scott since he first came to the county, which, I think, was about 1871. I have known his wife since 1866. I am no kin to either.

Ans. to Int. 3. None.

Ans. to Int. 4. I have known said places since 1867. I lived adjoining both places from 1866 to 1871. I have been on said places during the time I lived near them almost every week.

Ans. to Int. 5. I would say they were worth not less than $16,000.00. My value is based upon the fact that they are well improved, rent for a good price, and are conveniently located for getting the crops hauled to the river. I am familiar with the value of land in that locality.

Ans. to Int. 6. I would say that they would rent for as much as any other places of their size in the county, and places of the kind rent for from 7 to 8 dollars per acre.

Ans. to Int. 7. I know all of said places.

331 Ans. to Int. 8. I lived on and adjoining said places for about 10 years.

Ans. to Int. 9. I base my value upon their location, these improvements, and the fertility of the soil and on their rental income, and say 60 to 65 thousand dollars would be a fair value for them.

Ans. to Int. 10. I think those places rent every year for not less than $6,500.00, as they rent for from 7 to 8 dollars per acre and are at present well stocked with tenanants.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. I know the places were purchased by Geo. Y. Scott and owned by him, and it was the general impression that he did own said places.

Ans. to Int. 13. It was always my impression that all of said places belonged to Mrs. Lottie M. Scott, and I know she always claimed to be the owner thereof—that is, the Meyer, Weiss & Co., Sellers, Lee, Miller, & Leach Places.

Ans. to Int. 14. It was the universal impression that these lands belonged to Mrs. Lottie M. Scott.

Ans. to Int. 22. Geo. Y. Scott's reputation in the community is that he is a high-toned, honorable gentleman, and his honesty & integrity is unquestionable.

Ans. to Int. 40. I don't know of anything more of benefit to either.

GEO. BRAZIER.

Sworn to and subscribed before me this 15th day of July, A. D. 1887.

G. B. LANCASTER.
Commissioner.

332 *Answers to X Interrogatories.*

Ans. to X Int. 1st. From him & from David Reinach and the general report.

Ans. to X Int. 2. From Geo. Y. Scott and the general report in the neighborhood.

Ans. to X Int. 3. It is on Laban's bayou and was the old Lee homestead. Mr. Campbell married a Miss Lee was the way the place got to be called the Campbell Place. It is not known now by that name, but as the old Lee Place.

Ans. to X Int. 4. The places were under one fence and known as the Scott Place, but it was also known that Geo. Y. Scott owned the Burch & McDonald Places and Mrs. Scott the other places mentioned. I suppose the management was under the control of Geo. Y. Scott, but always was under the impression that it was done for Mrs. Scott, so far as her part of the place was concerned.

Ans. to X Int. 5. It was generally known that Geo. Y. Scott was involved in many matters pretty deeply, but I never heard him say that he was broke, nor did I ever hear him say that his wife owned all the property, real & personal, but that he owned the Burch & McDonald Places & she owned the other places mentioned herein. I don't know who is the owner of the mules & personal property.

Ans. to X Int. 6. On the Meyer, Weiss & Co. (or Brazier), 336 acres; on the Lee, about 400; on the Sillers, about 80 acres
333 in cultivation. My estimate is made at the time I lived on the Brazier Place, about 1870. There has been a great deal more land taken in & cleared up on said places since that time. I am not able to say how much it was. The Burch & McDonald Places had in 1870 about 205 acres in cultivation, but there has also on those places been a great deal more land put in cultivation. I could not say what taxes were paid on said places during the years mentioned. The places have been well improved since they were in the possession of Mr. & Mrs. Scott, but I could not say how much money

was expended therein. The usual land rent now is about 8 dollars per acre in that neighborhood, and I have known it to rent as high as $10.00 for those particular lands.

Ans. to X Int. 6. I would say that it would take at least $1,000.00 to keep up a place the size of the Scott Place p'r annum.

Ans. to X Int. 7. I would say the places are worth as follows: Brazier or Meyer, Weiss & Co., at $16,800.00; Lee Place, at $20,000.00; Sillers Place, at $3,000.00; McDonald Place, at $9,000.00; the Burch Place, at $7,000.00; Miller Place, at $8,000.00, and Leach Place, at $1,400.00. My valuation is based on what I would be willing to bid for said places.

Ans. to X Int. 16. In hearing Mr. Geo. Y. Scott spoken of I have always heard him spoken of as a man of honor and integrity, and that his general reputation is such throughout the county.

334 Ans. to X Int. 45. I am related to neither, nor have I ever been in his employ in any capacity.

GEO. BRAZIER.

Sworn to & subscribed before me this 15th day July, A. D. 1887.

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Ans. to Int. 1. Anna M. Baldwin; 60 years; merchant; Rosedale, Bolivar county, Miss.

Ans. to Int. 2. I know the defendants, Geo. Y. Scott and Lottie M. Scott, his wife; have known Geo. Y. Scott since 1871. Lottie M. Scott is my only child. Geo. Y. Scott is my son-in-law.

Ans. to Int. 3. I have no interest in the result of this suit except as the mother of Lottie M. Scott.

Ans. to Int. 4. I know the Burch & McDonald Places in Bolivar county (sometimes called the Frank & Reinach Places); have known them for at least 20 years; lived for 20 years within a short distance of them; have been on them often; have passed them many times a year for 20 years.

Ans. to Int. 5. I think they are worth at least eighteen or twenty thousand dollars. I base my valuation upon the price other lands sell at in the neighborhood and upon the amount of rents received and upon the improvements & high state of cultivation. I am familiar with land values in that locality.

Ans. to Int. 6. About two thousand dollars.

Ans. to Int. 7. I know the places belonged to Mrs. Lottie M. Scott in Bolivar county—the Meyer, Weiss & Co. Place, the Lee

335 Place, the Sillers Place, the Leach Place, & the Miller Place.

Ans. to Int. 8. I have known them for at least 20 years, having lived for many years near them; have been on them many times.

Ans. to Int. 9. The present market value of them is at least $50,900.00. I base my valuation upon prices for and paid for such lands in this locality and upon their improvements and high rents received.

Ans. to Int. 10. The present annual rental value of these places is at least $5,000.00.

Ans. to Int. 11. I know that Geo. Y. Scott has always claimed to be the owner of the Burch & McDonald Places since he purchased them, in 1881.

Ans. to Int. 12. We frequently discussed this property and its value with nearly every one in the neighborhood; also as to the ownership, and every one seemed to know that the title was in Geo. Y. Scott from the time of the purchase to the present time. I have heard him tell a great many persons that he was the owner, and he never tried to conceal it from any one.

Ans. to Int. 13. I know that Mrs. Lottie M. Scott has always claimed them since they were purchased, and the deeds are made to her. This was known generally, not only in the neighborhood, but in Memphis and other places, as Mrs. Lottie M. Scott, Geo. Y. Scott, and myself have frequently mentioned it to our fr-ends. The deeds are in her possession.

336 Ans. to Int. 14. It was generally known in Bolivar county & elsewhere that Mrs. Lottie M. Scott was the owner of the places mentioned and described in Int. 7 from the time of their purchase. It was often discussed & talked of.

Ans. to Int. 16. I know that Geo. Y. Scott has always claimed to be the owner of the mules, wagons, and other personal property on the places in controversy. I have seen a great many of the mules, and they are about the average plantation mules and worth in cash from $120.00 to $130.00 a head, and it was generally known in the county that he was the owner of the mules & personalty.

Ans. to Int. 17. I know that Mrs. Lottie M. Scott most positively refused to let Geo. Y. Scott bind or pledge or incumber her real estate in any way, for I have heard her tell him so a great many times, or to bind her personally by any of her property for any debt.

Ans. to Int. 25. It was generally known in the county that Charles & Geo. Y. Scott were doing a very large & lucrative law practice besides making large sums of money speculating, and every one that knew Geo. Y. Scott or anything of his business knew that he was not only solvent, but was quite wealthy. This I have heard from a great many.

Ans. to Int. 27. Yes; I know that Geo. Y. Scott had twelve thousand dollars of Mrs. Lottie M. Scott and considerably over seven thousand in his hands belonging to my husband and her
337 father, Geo. C. Baldwin, and that he used such moneys in payment for the lands he had purchased for his wife, Lottie M. Scott.

Ans. to Int. 40. I know of nothing else of benefit to either side of this suit.

ANNA M. BALDWIN.

Sworn to and subscribed before me this 11 day of July, 1887.

G. B. LANCASTER,
Commissioner.

Cross-Interrogatories.

Ans. to X Int. 1st. Geo. Y. Scott told me often and I have heard him tell others that he was the owner of the Burch & McDonald Places in Bolivar county prior to the 27th day of March, 1886; in fact, it was generally known.

Ans. to X Int. 2nd. I have — deeds to Mrs. Lottie M. Scott to the Meyer, Wiess & Co. Place, Lee Place, & Sillers Place; the deeds are in her possession.

Ans. to X Int. 3rd. There is no such place generally known as the Campbell Place. Mr. Campbell married a Miss Lee, and her part of the place is known as the Lee Place; it is situated on Laban's bayou near Beulah.

Ans. to X Int. 4. These plantations are now known as Scottland, near Beulah, in Bolivar county, Miss.; the places are under one fence and one management, but was not known and spoken of as Geo. Y. Scott's plantation; on the contrary, all the places except the Burch & McDonald Places were generally known to belong to Mrs. Lottie M. Scott, and one of the counsel for plaintiffs, Col.
338 F. A. Montgomery, well knew this fact. I suppose the manager was paid by Geo. Y. Scott, as he looked after the business of the places and shipped the cotton.

Ans. to X. Int. 5. I never heard Geo. Y. Scott say he did not own any property; in fact, he has always claimed the Burch & McDonald Places and all the mules & personal property. His wife never claimed any part of the McDonald & Burch Places or any of the mules or personal property. I have often heard Geo. Y. Scott say, after the 1st of January, 1885, and prior to the 27th day of March, 1886, that he was very anxious to pay his debts, and thought he could do so in a few years.

Ans. to X Int. 6th. I don't know the exact acreage; I think about 280 acres of cleared land; these lands rent for 85 lbs. of lint cotton of first picking per acre. I don't know the amount of taxes paid in 1882, 1883, 1884, & 1885, nor do I know what improvements were put upon them, nor do I know how much cleared land there was in said years on the Meyer, Weiss & Co. Place, Lee Place, & Sillers Place; the Lee Place embraces what I suppose you call the Campbell Place. These lands rent for 80 lbs. lint cotton, first picking, per acre. Don't know what improvements were put upon the lands. I don't know the annual costs of keeping up these lands or any others, never having been engaged in planting.

339 Ans. to X Int. 7th. I think the Meyer, Weiss & Co. Place worth about $16,800.00, the Sillers Place about $4,000.00, the Lee Place about $20,000.00, the Burch Place about $8,000.00, McDonald Place $11,000.00, Miller Place, $8,500.00, the Leach Place $1,600.00.

Ans. to — Intr. 9. Yes; I know positively that the mules and personal property on the lands in controversy were claimed by Geo. Y. Scott, and was so understood throughout the neighborhood. This I know from him, his brother Charles Scott, his wife, and others. I know nothing of the assessment of this property.

Ans. to X Int. 10. No. It was well known that he was not the owner of the Meyer, Weiss & Co. Place, Lee Place, Sillers Place, Miller Place, and Leach Place. I know this, because ever since the purchase of these places my daughter, Mrs. Lottie M. Scott, has taken a great pleasure in speaking of her plantations, not only in Bolivar county, but Memphis & elsewhere.

Ans. to X Int. 19. His means consisted in bonds, liquidating levee scrip, county warrants, & cash.

Ans. to X Int. 20. My husband, Geo. C. Baldwin, went into bankruptcy in Feb'y, 1868; his partner was Mr. John H. Farrar, of St. Louis. Yes; he did business in his own name several years and made money rapidly.

Ans. to X Int. 21. Yes; I knew he — $12,000.00 of Mrs. Lottie M. Scott's and considerably over $7,000.00 of her father's in his possession.

Ans. to X Int. 22. I knew nothing of any such propositions.

340 Ans. to X Int. 23. I only knew that Geo. Y. Scott had considerably over $7,000.00 of my husband's, Geo. C. Baldwin, and he said he used the money buying land for his wife, Lottie M. Scott.

Ans. to X Int. 24. Geo. Y. Scott owes me a considerable sum of money; how much I don't know, as no correct account has been kept.

Ans. to X Int. 41. Yes; in 1873, on the bridal trip of Geo. Y. Scott, he bought his wife a set of diamonds, I think cost $1,700.00, & in 1885 he bought her a pair of diamond ear-rings; I don't know the cost; he has bought none since.

Ans. to X Int. 45. I am his mother-in-law and the mother of his wife.

ANNA M. BALDWIN.

Sworn to & subscribed before me this 11th day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1st. Godfrey Frank; age, 52 years; merchant; Concordia, Bolivar county, Miss.

Ans. to Int. 2. I have known them since 1876, & his wife since 1868. I am no kin to either of them.

Ans. to Int. 3. None whatever.

Ans. to Int. 4. I know said places; have known them ever since the war. I have heretofore been interested in said places.

Ans. to Int. 5. I think $16,000.00 is a fair market value at present of the said places, as they were sold for that price several years since, and lands are improving in value in this county also from the rents they bring; they rent for from 7 to 8 dollars

341 per acre. I am familiar with land values in this neighborhood, as I am largely interested in lands in this county.

Ans. to Int. 6. I could not say the gross annual rental value, as I don't know the exact No. of acres in cultivation in said places.

Ans. to Int. 7. I know said places, but have not been on them lately.

Ans. to Int. 8. As I have stated in Ans. 7, I know said places and have known them for a long time, but have had no occasion to be on them for some time.

Ans. to Int. 9. I would say the places mentioned in Int. 7 are worth from forty to fifty thousand dollars. I base my valuation on what other lands in the county sell and rent for.

Ans. to Int. 10. The lands in the neighborhood rent for from 7 to 8 dollars per acre. I could not say the exact No. of acres in said places in cultivation.

Ans. to Int. 11. Geo. Y. Scott has claimed at all times since the purchase of said places & prior to said 27th of M'ch, 1886, to be the owner of said places.

Ans. to Int. 12. It was generally understood that Geo. Y. Scott was the owner thereof.

Ans. to Int. 13. I have always heard that Mrs. Scott owned said places, but have never examined the records myself.

Ans. to Int. 14. My understanding was that Mrs. Scott owned said places, but I don't know of my own knowledge, as I never examined the records.

Ans. to Int. 22. It is, as far as I know, as good as any one in the county, from my own transactions with him.

342 Ans. to Int. 40. I know of nothing more of interest to either party.

GODFREY FRANK.

Sworn to and subscribed before me this 12 day of July, 1887.

G. B. LANCASTER,
Commissioner.

Cross-Interrogatories.

Ans. to X Int. 1st. I know from holding his notes for part of the purchase-money.

Ans. to X Int. 2. From general report.

Ans. to X Int. 3. I know of no place in that neighborhood by that name.

Ans. to X Int. —. It is generally known as the Scott or Scottland plantation, but as for who pays managers & has the general control of said places I could not say.

Ans. to X Int. 5. I never heard him say that he was broke, or that he did not own any property. All I heard him say was that he was not able to take up the land note at the time it was due and asked me to wait awhile; that was last fall said note was past due. I never heard that his wife was the owner of all the property.

Ans. to X Int. 6. The land rents from 7 to 8 dollars per acre. I don't know how much was spent for improvements nor how much for taxes, nor do I know how many acres of cleared land are on said places. My knowledge of the land rents is from conversation with parties in that neighborhood.

Ans. to X Int. 6. I could not tell.

Ans. to X Int. 7. I could not state what the value of each
343 place is, as I do not know exactly how many acres of land there are in each. The gross valuation is based on what I know of the Burch & McDonald Places and what is said of the others.

Ans. to X Int. 16. My transactions with him have always been honorable; & I base my answer on my own transactions.

Ans. to X Int. 45. I am no kin, & am not in any way connected in business or officially.

GODFREY FRANK.

Sworn to & subscribed before me this 12 day of July, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Int. 1. Oscar G. McGuire; 36 years of age last November; occupation, lawyer & planter; Rosedale, Bolivar Co., Miss.

Ans. to Int. 2nd. I have known Geo. Y. Scott since about 1872 or 1873, and Mrs. Lottie M. Scott all my life—ever since I was a child; no kin to either one.

Ans. to Int. 3rd. None whatever.

Ans. to Int. 4th. I have known the places for a long time; was raised in 7 or 8 miles of them; boarded at Mr. McDonald's, on the McDonald Place, before I was quite grown, and now live within 5 or 6 miles of them. I bird-hunted on them last winter.

Ans. to Int. 5. I am familiar with land values in that locality; would think the places were worth about sixteen thousand dollars; they ought to rent for about $2,000.00 per annum, which, after
344 deduction for taxes and annual improvements, would leave a net income of about 10% of the value thereof.

Ans. to Int. 6. The present annual rental value of said places is about $2,000.00.

Ans. to Int. 7. Yes.

Ans. to Int. 8. The places are all in the same neighborhood & adjacent to and adjoining the Burch & McDonald Places, and my opportunities for knowing them are about the same as ones given for knowing said Burch & McDonald Places.

Ans. to Int. 9. I would estimate the value of the places mentioned in Int. 7 at between 50 & 60 thousand dollars. My valuation is based on the annual rental value, which ought to be about eighty-five hundred dollars.

Ans. to Int. 10. Their present rental value I would estimate at about $8,500.00.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. I heard the grantor say he sold them to Geo. Y. Scott. In speaking of the price obtained for said lands, which was about $60.00 per acre for the cleared lands, I heard Geo. Y. Scott say he had bought them and heard the trade spoken of by others.

Ans. to Int. 13. The Meyer, Weiss & Co. Place was purchased jointly by Mrs. Lottie M. Scott & Mrs. M. Y. Scott. The other places mentioned in said Int. 7 were purchased by and have been continually owned by Mrs. Lottie M. Scott.

Ans. to Int. 14. It was of general notoriety that the lands were owned as set forth heretofore. My vocation, that of practicing law, makes it to my interest to be as familiar with the ownership
345 of lands as I can well be. I have never had occasion to investigate the paper titles of these lands. My information is derived from what I have heard the parties claiming to own said lands say, together with what is publicly & generally understood in the community with reference to the ownership of the lands.

Ans. to Int. 16. I have no positive information as to who owns the personal property, but have heard it spoken of as belonging to Geo. Y. Scott; have been told in a business way that he had given a mortgage on some, but I did not examine the mortgage. This answer refers to 27th day of March, 1886, & prior thereto. I have no definite idea as to the value. There are a large number of mules and farming utensils.

Ans. to Int. 18. Yes; I am perfectly familiar with the consideration in said mortgage. I am attorney for the county treasurer of Bolivar county and Geo. Y. Scott is sheriff & tax collector of said county, and he used said money to settle with the county treasurer. I know this because of Charles Scott's having paid the money directly to me.

Ans. to Int. 19. Yes; I know of other indebtedness from Geo. Y. Scott to Chas. Scott by having heard them each speak of it; have always heard the amount spoken of as being quite large, but I do not know the exact amount. My impression is it is an amount secured or paid for Geo. Y. Scott by Chas. Scott to V. & A. Meyer & Co. and was originally about twelve or fifteen thousand dollars, but do not know how much, if any, has been paid by Geo. Y. Scott.

346 Ans. to Int. 22. His reputation for honesty and integrity is very high throughout the county.

Ans. to Int. 24. The landed property hereinbefore referred to of both Geo. Y. Scott and Lottie M. Scott are now in very high state of improvement and cultivation. The manager on the place this year is Mr. Oscar Johnson, who has the reputation of being a very fine farmer. I have heard several say that the crops thereon are very fine. I have not seen them myself.

Ans. to Int. 31. I knew Mr. Baldwin, the father of Mrs Lottie M. Scott, from the time I was a little boy until his death. He is now dead. I don't remember the exact date of his death, but it was several years ago. Mrs. Lottie M. Scott was the only child he left. His estate was perfectly solvent and reputed to be 20 or 30 thousand dollars in value. He was well off from 1875 until his death.

Ans. to Int. 40. I know of nothing more of interest to either party to this suit.

O. G. McGUIRE.

Sworn to & subscribed before me this 14th day of June, 1887.

G. B. LANCASTER,
Commissioner.

Cross-Interrogatories.

Ans. to X Int. 1st. I derive my information from conversations with Geo. Y. Scott & David Reinach and from general rumor in the county. I have never examined the records.

Ans. to X Int. 2. From general report.

Ans. to X Int. 3. I know what the Campbell Place is. It is a part of the old Lee Place; belonged to Miss Eliza Lee; she mar-
347 ried a gentleman by name of Campbell not very long before it was purchased by Mrs. Scott. It is located between Laban's bayou and Willow slough, in Bolivar county, Miss., between two & three miles from the town of Beulah. Part of it, I think, runs across Laban's bayou.

Ans. to X Int. 4th. These places are known as the Scottland plantation. They have since 1883 been managed and controlled by an employed manager and was all worked as the property of the respective owners so far as I know. I don't know who paid the managers. It was not always known and spoken of as Geo. Y. Scott's plantation, but as the property of the owners hereinbefore city, Mrs. Lottie M. Scott as owning her particular lands and Geo. Y. Scott as owning his particular part.

Ans. to X Int. 5th. It was generally understood that Mr. Scott was very much involved. I don't know that I ever heard him say that he was unable to pay his debts or that he was able to pay them. Most of my transactions with him have been with him in his official capacity, but I have collected from him on a few other occasions money on claims that I happened to have for small amounts. My understanding was that he owned the mules and personal property on the places.

Ans. to X Int. 6. I do not know what taxes Mr. or Mrs. Scott paid for any years. I don't know the cost of improvements, but the property, taken on the whole, is very well improved, better than most property in that neighborhood. The other part of this interrogatory is answered in the direct interrogatory.

348 Ans. to X Int. 6. Judging from the expense of keeping mine up, I would suppose about $1,500.00 or $2,000.00, but know nothing of the actual cost of keeping up the Scott Places or the taxes, as I have no interest in the matter.

Ans. to X Int. 7. I don't know what the separate value of these places are as described, because I don't know what part of the land is embraced in them as designated by the name mentioned in Int. 7th. I know them better by their former owners' names, viz., Kingsley, Montgomery, Lewis, & Lee. When I speak of the worth of these lands I estimate them by the annual net income they would bring with money rated at 10 % interest.

Ans. to X Int. 9. What I know about the ownership of the mules & personal property is what I have heard currently said in the neighborhood and what I have heard Mr. Scott say. I have never examined the assessment-roll.

Ans. to X Int. 10. It was not the general understanding that he owned all the land embraced in the Scottland Place, but that he

did not own those lands herein reputed said to belong to Mrs. Scott.

Ans. to X Int. 11. I do not remember the survey description in the mortgage, and do not remember the date of the filing of said mortgage nor where it is recorded, nor do I know amounts of money advanced by Charles Scott at the time. There was about thirty thousand dollars paid me by Chas, Scott for Geo. Y. Scott, sheriff & tax collector. A part of this was, as I understood, fur-
349 nished by Geo. Y. Scott, and the other part was advanced for Geo. Y. Scott for Chas. Scott, but I do not know the exact amounts.

Ans. to X Int. 12. I don't know anything about this.

Ans. to X Int. 13. I don't know; there may or may not have been; there was none in which I was interested, either personally or as an attorney.

Ans. to X Int. 14. I do not know specifically; only know by hearing Chas. Scott & Geo. Y. Scott talking about their business in my presence.

Ans. to X Int. 16. Have heard Geo. Y. Scott's character discussed very generally & freely because of his being in politics, by being a candidate for the sheriff's office prior to & during the election of 1883, 1885, & and the present year, and never heard any one accuse him of dishonesty.

Ans. to X Int. 30. Mr. Baldwin was in bad health some little time before his death, but it was generally understood that his business was very prosperous. I have heard his chief clerk complimented for his close attention and successful management of the business. His mercantile business is now carried on in the name of Mrs. A. M. Baldwin, at the same stand.

Ans. to X Int. 45. I am in no way connected with Geo. Y. Scott or Mrs. Geo. Y. Scott as a relative or by employment or officially, except by acquaintance & friendship.

O. G. McGUIRE.

Sworn to & subscribed before me this 14th day of July, A. D. 1887.

G. B. LANCASTER,
Commissioner.

350 Ans. to Int. 1. Eldon C. Field; planter; 50 years; Rosedale, Bolivar county, Miss.

Ans. to Int. 2nd. I have known Geo. Y. Scott for at least 15 years; have known his wife since she was a child; am no kin to either.

Ans. to Int. 3rd. I have never.

Ans. to Int. 4. I know said places; have known them for 25 years; I farmed on an adjoining place for 6 or 7 years known as the Farrar Place.

Ans. to Int. 5. I would say said places are worth at least $50 an acre; my valuation is based on the facts that the places rent for 8 or $10 per acre, and are easy to supply with labor and are very nicely located and improved.

Ans. to Int. 6. These lands rent for 80 & 85 ℔ of lint cotton per acre, which would be 8 to $10 per acre, owing to the price of cotton. I could not say what was the gross value per annum, as I don't know the exact acres in said places.

Ans. to Int. 7. Yes; I know said places.

Ans. to Int. 8. I have known said places for about 25 years; have lived near them for — long time, and frequently passed through there going to and from my own places.

Ans. to Int. 9. I would say that said lands are worth about the same amount as the Burch & McDonald Places per acre, and I base my valuation on the same data given in my answer No. 5.

Ans. to Int. 10. See answer No. 6.

Ans. to Int. 11. Geo. Y. Scott.

Ans. to Int. 12. It was generally understood that they were owned by Geo. Y. Scott.

351 Ans. to Int. 13. I know the Meyer, Weiss & Co. Place was always known as Mrs. Scott's. The other places mentioned in Int. 7 have been purchased since the Meyer, Weiss & Co. Place, and I could not say who is the owner—that is, of my own knowledge.

Ans. to Int. 14. It was the general understanding that Mrs. Scott owned the property, except the Burch & McDonald Places.

Ans. to Int. 23. His financial condition prior to 1883 was considered good.

Ans. to Int. 40. I don't know of anything more.

E. C. FIELD.

Sworn to & subscribed before me this 14 day of July, 1887.

G. B. LANCASTER,
Commissioner.

Answers to X Interrogatories.

Ans. to X Int. 1st. I derived it from D. Reinach, a member of the firm of Frank & Reinach, and from general report.

Ans. to X Int. 2. From general report.

Ans. to X Int. 3. It is situated on Laban's bayou, in Bolivar county, and is a part of the old Lee Place.

Ans. to — Int. 4. Yes; it was under our management; but it was a fact known to the public that he claimed the Burch & McDonald Places & she the others. I think the places are under our fence, but do not know positively. I don't know who paid the manager.

Ans. to X Int. 5. I have heard him say that he was broke, but never heard him say that his wife owned all the property in his possession.

Ans. to X Int. 6. I don't — what improvements were put on the places during said years nor what the taxes were. I don't
352 know exactly the acres of cleared lands on said places. On the last places mentioned there has been some improvements, but I don't know how much it has cost, nor do I know how much

has been paid for taxes, nor how many acres of cleared lands there are in said last-mentioned places. I stated in my direct answers what those lands rent for.

Ans. to X Int. 6. I could not give a definate answer on that point, as a cabin or gin may be destroyed by fire or fences might be blown down or other unavoidable accidents might occur.

Ans. to — Int. 7. I don't know the relative acreage on the places mentioned each, therefore I cannot value them separately. I have stated the value of said lands according to my opinion in my direct answer.

Ans. to X Int. 17. I don't know of any other real estate that he owned, but he was a large holder of scrip (levee & county & State) and was looked upon as a man of considerable capital.

Ans. to X Int. 18. There is a doctor near Beulah by that name. I have but limited acquaintance with him. He is a white man.

Ans. to X Int. 45. I have no connection nor have I had any since he was a citizen of the county in any way, nor of any kin to either.

E. C. FIELD.

Sworn to & subscribed before me this 14 day of July, 1887.

G. B. LANCASTER,
Commissioner.

UNITED STATES OF AMERICA,
Northern Dist. of Miss., Western Division.

In the District Court of the United States.

353 BROOKS, NEELY & Co. *v.* GEO. Y. SCOTT *et ux.* } In Equity.

Deposition of Chas. Scott.

Ans. to Int. 1. Chas. Scott; 39 years old; occupation, lawyer; residence, Rosedale, Miss.

Ans. to Int. 2nd. George Y. Scott is my brother & Lottie M. Scott is his wife. I have known her since 1869.

Ans. 3. None, except I have an encumbrance on part of the property compl'ts seek to subject, but there is ample property outside of that largely exceeding in value the am't of their claim.

Ans. 4th. Yes; I have known them for many years, and he some time owned an interest in the adjoining property, & see the McDonald Place frequently every year.

Ans. 5. I think the Burch & McDonald Places fairly worth, present market value, $15,000.00. I base my valuation on the rental value thereof & on the value of similar properties in the county & in that section. Yes; I am familiar with land values there.

Ans. 6. Not less, I think, than $2,000.00.

Ans. 7. Yes.

Ans. 8. I have known these places for many years, & formerly

owned a part interest in Meyer, Weiss & Co. Places, Sillers Place, & part of Lee Place.

Ans. 9. The present fair market value of said places is not less than $50,000.00. I base my valuation on their rental values in that locality & my general knowledge of land values in Bolivar Co., Miss.

Ans. 10. About $7,000.00.

Ans. 11. Geo. Y. Scott alone has claimed them, & this was generally known throughout the community.

354 Ans. 12. Yes; I know. It was well & generally known and understood that George Y. Scott was the owner in his own right & name, and I never heard of anything to the contrary being understood until comp'ts brought this suit and so alleged, I believe, in their bill. The purchase when made was considerably talked about, as the price at that time was considered by most persons as a high price for lands here. Since then lands have greatly enhanced in value, but I still consider the price even now a little high. I regard said two places as worth about $15,000.00.

Ans. 13. Yes; Lottie M. Scott.

Ans. 14. Yes; it was the general understanding & reputation that Lottie M. Scott owned said places in her own name & right exclusively. This was well & generally understood.

Ans. 15th. Yes; it is a comfortable cottage. I don't know of my own knowledge the full cost as it now stands, but from my knowledge of property in Rosedale think this residence, outhouses, & grounds fairly worth about $2,500.00 to 3,000.00. The latter would probably be an outside figure.

Ans. 16th. Yes; said personal property belongs to and always did belong to Geo. Y. Scott since its purchase for use on said plantations mentioned in said interrogatories. This was generally known and understood. His wife has never claimed any ownership or interest therein.

Ans. 17. Yes; she has always and at all times refused to permit the *corpus* of her places or estate to be bound or pledged &

355 held liable in any way for her husband's debts. This, too, has been generally known. I have tried several times (commencing first some years since) to get her to deviate from this rule for debts that I had then endorsed as security for my brother, George Y., as I thought the relationship justified me in asking this deviation from what I knew was her general &, in fact, universal rule & habit; but she refused, and it at times, & I may say even now, has caused a coolness and partial estrangement between George & his family and myself. She always has & still refuses to permit the *corpus* of her estate to be in any way liable for her husband's debts.

Answer 18th. Yes; I loaned him the money, amounting to $13,567.54, with the understanding & agreement that it should be secured by said mortgage, to be executed at the time, which was done accordingly. Every dollar of the money was used by him in the payment of debts he owed.

Ans. 19. At that time he owed me something over $15,000.00, of which $13,567.54 was secured by said mortgage. In addition to said

debts, which are still unpaid, he now owes me between $11,000.00 & 12,000.00 more, making his total indebtedness to me now over $26,000.00.

Ans. 20. I have had business relations with my brother of various kinds for years; for some years we were partners in the practice of law and in planting & in general business. We dissolved our partnership in 1880, I think it was.

Ans. 21st. I think the bulk of the supplies were purchased in St. Louis, some directly by Geo. Y. Scott & some I purchased my-
356 self & furnished him. I cannot say from my own knowledge where all the supplies were purchased, but know he purchased a large part of them as stated above.

Ans. to Int. 23. Yes; he was solvent and in very good shape financially prior to 1883.

Ans. to Int. 24. The places are in fine state of improvement; splendid crops, good manager, plenty of labor, & well equip-ed in every way for effici-nt management for the year 1887.

Ans. to Int. 25. Yes; he was not only entirely solvent, but was out of debt and very prosperous financially. He and his firm (Chas. & Geo. Y. Scott) were making money rapidly and had a large amount of valuable assets, consisting of about $30,000.00, I think, in liquidating levee scrip, which we afterwards sold at from 50c. to 75c. on the dollar; $7,000 in Bolivar Co. bonds, worth then about 80 to 85c. in the dollar, & a considerable lot of county warrants, currency, &c. The firm owed no debts, & Geo. Y. Scott had a half interest in said assets. Our practice was a large & increasing one, and we were adding to our resources & growing better off financially every year. This firm prosperity continued until the dissolution of the firm by the withdrawal of Geo. Y. Scott, and I, as sole successor of the firm, have lost no part of the clientage since then. At the time said purchases were made Geo. Y. Scott had no financial troubles, & there was apparently a bright prospect before him.

Ans. to Int. 26. Yes; I don't now remember the amount,
357 but know that he had in his possession at the time some of said purchases were made moneys belonging to his wife & to her father, which moneys he used in that way.

Ans. to Int. 31. Yes; I knew Mr. Baldwin. Lottie M. Scott was his only child. He was well to do financially, but I do not know of my own knowledge how much he was worth.

Ans. to Int. 32. When we purchased the first piece of property, which, I think, was the Meyer, Weiss & Co. Place, we bought in names of our respective wives. We were young married men, out of debt and rapidly making money, & thought it would please our wives to buy the property for them. George may have also had money then of his wife's in his possession, but I am not certain of the date. I know he had money of hers & her father's when the subsequent land purchases were made by us, & that he invested her and her father's money in that way, & took such subsequent titles in his wife's name to ½ int. in the lands for that reason, I taking the other ½ int. in my own name. The above were the reasons for the purchases in that way.

Ans. to Int. 33. I do not know exactly the amount, but, from my knowledge of the office & its affairs, think about $4,500.00 to $5,000.00 annually.

Ans. to Int. 34. Yes; he has been paying his debts as rapidly as he could, applying his resources that way, less the amounts expended, of course, for his family expenses. I have, as already stated, also loaned him large sums of money, all of which he used in paying debts.

358 Ans to Int. 35. Yes; Col. Neely was down here, & George made him an offer which, as I remember, was substantially this: Brooks, Neely & Co. were to lend him $10,000 more, & he would secure the new advances & all he then owed them by a mortgage on the crops on his and his wife's plantations, I think, for three years, & also on all the mules & other personal property, which mules & personal property belonged to said Geo. Y. alone. The security, I think, was ample, and so told Col. Neely. He asked me if I thought a crop mortgage of that kind would be good in law. I told him I thought it would be if George's wife would consent in writing thereto, and that while she would not become responsible personally for his debt or permit the crops of her property to be made liable, yet I was satisfied she would permit her crops to be used in that way. I also told Col. Neely that the mules & other personal property belonged to George alone. This conversation was in my office, in Rosedale, before this suit was brought, but I cannot remember the exact date.

Ans. to Int. 36. Yes. See last answer.

Ans. to Int. 37. I know that a good deal of the debt is for money used by Geo. Y. Scott in his other business and not connected with the plantations. I do not know of my own knowledge where or how he used the supplies purchased of Brooks, Neely & Co., nor, indeed, whether he purchased any. I know that he purchased a great many of his plantation supplies from St. Louis either personally or through me, as he would sometimes, when he did not have the money,

359 get me to buy them for him on his promise to pay me in the fall.

Ans. to Int. 38. Yes; I know he was engaged in such business, but don't know of my own knowledge where he got such supplies & money.

Ans. to Int. 39. It would simply be ruinous. The tenants & labor here & on said plantations are almost entirely negroes, who are excitable & easily discouraged, & to place said places in hands of a receiver would result in serious loss to all parties.

Ans. to Int. 40. I don't know of anything else.

CHAS. SCOTT.

Sworn to & subscribed before me this 12th day of August, 1887.

G. B. LANCASTER,
Commissioner.

Ans. to Cross-Int's.

Ans. to X Int. 1. From him, from his vendors, from his wife, & from general report & my own knowledge.

Ans. to X Int. 2. From all said *mates* & from my own knowledge also.

Ans. to X Int. 3. Yes; it is part of what is known as the Lee Place & adjoins the Meyer, Weiss & Co. Place.

Ans. to X Int. 4th. Said places were sometimes known as the Scottland plantation when they were all spoken of collectively, which name I gave part of the properties myself before the partition thereof between Lottie M. Scott & myself, and afterwards I think the name was sometimes extended to the places purchased after that date. The Burch & McDonald Places were known & spoken of *his* his places, but the others were never so known or spoken of;
360 but, on the contrary, they were universally known & spoken of as the plantations of Lottie M. Scott. All of said plantations were *all* under one manager, who, I think, was employed & paid by Geo. Y. Scott, & they were mainly under one fence and under his control.

Ans. to X Int. 5th. I have heard him say that he feared he was broke & didn't see well how he could pay his debts, but I always told him that with good management & economy I saw no reason why he should not eventually pay out if his creditors would indulge him. I have never heard him say that he did not own any property & that his wife owned everything, and it was not generally understood during that time, from his statements or otherwise, that she claimed to be nor did she in fact claim to be the owner of all the property in his possession, personal or real. Before this suit was brought Col. Neely, one of the compl'ts, knew the status of the ownership of said personal property to my certain knowledge, but I do not know whether he personally knew about the ownership of the real estate.

Ans. to X Int. 6. The Burch & McDonald Place- contain, I think, ab't 270 to 280 acres cleared land. Land rents per acre for 85 ℔ lint cotton, first picking. Most of it last season was long staple, worth ab't 9½ to 10c. per pound net, over & above the taxes, &c. I don't know what taxes were paid nor do I know what improvements were made. The places have been well improved for years. Meyer-Weiss Place contains ab't 336 acres in cultivation; Lee Place,
361 which includes Campbell Place, ab't 500 acres. Said places rent for 80 ℔ lint cotton per annum, first picking. I don't know am't or cost of improvements.

Ans. to X Int. 6. I own a place about the same size (perhaps 100 acres less, cleared). The cost of keeping up same last year, together with taxes and three new cabins to take in new ground, was about $800.00. Had I not built the cabins it would have been about 500.00. I should judge the above a reasonable am't.

Ans. to X Int. 7th. The Meyer, Weiss & Co. Place is worth $16,800.00; the Lee Place, ab't $20,000.00; the Burch Place, ab't $6,000.00; the McDonald Place, ab't $9,000.00; the Miller Place,

ab't $8,000.00; the Leach Place, ab't $1,500.00; the Sillers Place, ab't $4,000.00. The Campbell Place is part of the Lee Place. I think any business man of prudence would be willing to give these prices if he wanted to plant or to invest in agricultural lands.

Ans. to X Int. 8th. He bought the place from Ben. Johnson & wife, paying them $1,350.00. There was an acre & one-half of the land. He has not added any land since. He has the use for the present of several acres of my land adjoining, but it is not his. He has improved the houses considerably & with some fences & outhouses. I believe it is the neatest looking residence in town, next to mine. I should think it & the lot fairly worth from $2,500 to $3,000.00.

Ans. to X Int. 9th. I know it personally. I have heard him, his wife, his manager, & in fact every one who I ever heard
362 speak of the matter at all speak of them as his mules & personal property. I told Col. Neely, one of the compl'ts, that they belonged to Geo. Y. Scott. I don't know ab't the assessment; never looked, & am too busy to do so now. Between you gentlemen for comp'ts & Mayes for defendants life is to short to give many depositions.

Ans. to X Int. 10. No; the ownership of & status of the titles to the different plantations and the personal property, as stated in answer to direct Int's, was well & general- understood.

Ans. to X Int. 11. It embraced Burch & McDonald Places, & the mules being all the mules he then owned. The mortgage was given Nov. 22nd, 1886, & was filed for record on same day & was recorded Jan. 14, 1887. The money secured thereby was advanced at the time. There was a balance due me on prior transactions, which was not secured by said mortgage.

Ans. to X Int. 12. I think he gave a mortgage to V. & A. Meyer & Co., but am not now certain. If so, it was paid for. I know he paid them up in full for last year. I don't know whether it was recorded, but guess it was if they took one.

Ans. to X Int. 13. He owed me a balance of over $1,500.00 for money loaned him prior to giving of the mortgage, which is still due. He owes me also over $11,000.00 for money loaned him since said mortgage was given, all of which he used in paying debts.

Ans. to X Int. 14. He owes me a little over $26,000.00. It is
363 for cash paid out for & loaned to him & which he used, as stated, in the payment of debts. Part of it is secured by said mortgage heretofore ment'd; the balance is unsecured.

Ans. to — Int. 15. I know where most of the supplies were purchased, because I was & am intimately acquainted with Geo. Y. Scott's business; knew when he made arrangements to buy from Flanagan & Co., of St. Louis, & part of the supplies I purchared for him myself. I have not stated that I knew where he bought all of his supplies. He might have bought some, of course, from other parties.

Ans. to X Int. 16. Int. 22nd was not propounded to me.

Ans. to X Int. 17. I know personally about his financial condition & ability, because I was in partnership with him for many years. Yes; he had other assets & property, as stated in answer to direct Int's. He has devoted all his means in paying debts, except the

personal property & real estate he now owns & which are encumbered to me, as heretofore stated, & except his residence in Rosedale, on the Burch & McDonald Places. There is also a prior encumbrance for bal. of purchase-money.

Ans. to X Int. 18. He is a white man & a physician in good standing & resides near Beulah, Miss., in Bolivar Co.

Ans. to X Int. 19. Besides personal property & his half int. in law office, library, fees, &c., which he owned while in partnership with me he owned half interest in $30,000.00 of liquidating levee scrip, $7,000 Bolivar Co. bonds, and a considerable amount of county warrants & currency, besides solvent claims due from various
364 parties. Most of the land was bought partly on time, except Triumph plantation, which was paid for entirely in cash. The money was made from law practice, investments, & speculations. I forgot to state that we also paid all cash for another place, which we sold a short time afterwards for cash at an advance of ab't $2,000.00.

Ans. to X Int. 20. I have heard he did, but I don't know of my own knowledge. His bankruptcy must have taken place before I moved here. I don't know whether or not he ever did any business afterwards in his own name. My impression was the suit we had against Meyer, Weiss & Co. was in his name, but I am not certain.

Ans. to X Int. 21. I don't know the exact am't. Yes; he had the money from that compromise, & also other money, but I don't now remember the amount. Our old books were destroyed by fire or I could, perhaps, tell exactly.

Ans. to X Int. 22. No.

Ans. to X Int. 23. Yes; there was other money besides the am't realized in the Meyer, Weiss & Co. suit, but, as stated, I don't now remember the am't.

Ans. to X Int. 24th. I think he owed her something, but don't know how much.

Ans. to X Int. 30th. I don't know what Mr. Baldwin was worth, but think he was well off. He was sick for some time & for several months was absent from home. I knew he left some money in a Memphis bank, the German Nat'l, I think. Mrs. Baldwin is still carrying on the mercantile business at same place & in her name.

365 Ans. to X Int. 31. By earlier purchases I mean all purchases except Miller Place & Leach Place.

Ans. to X Int. 32. I don't know exactly, but judging from what I know of the office I have estimated as near as I could.

Ans. to X Int. 33. His revenues have been derived from sheriff's office, his advancing business, & the plantations. He has paid a considerable sum to Jno. Chaffe & Sons, has paid Richardsen & May & O. G. McGuire, & has paid part of his debt to Jos. Sugarman for Burch & McDonald Places, & paid J. L. Cocke & Co. most of his debt to them, which payment he made this —. There may be others that I do not now remember.

Ans. to X Int. 34. I don't remember what these drafts were, for

my dealings with him are very large, & I can't remember thees special items.

Ans. to X Int. 35. I was not present when the offer was made, but Col. Neely & I talked it over in my office in Rosedale. No one but he & I were present. I have stated the offer fully as I remember it. See Ans. to direct Ints.

Ans. to X Int. 36. I did not hear the conversation between Col. Neely, Geo. Y. Scott, & F. A. Montgomery. I told Col. Neely in my office that George owned the mules & personal property in his own name & right. He will doubtless remember the conversation. No one but he & I were present.

Ans. to X Int. 37. I don't know ab't the supplies. I know a good deal of the money George used in other matters not connected with the plantations. Supplies were purchased in St. Louis, as
366 stated, but some of them may have come, for all I know, from Brooks, Neely & Co. I know nothing, of my own knowledge, of where his jail supplies came from.

Ans. to X Int. 38. Yes; he commenced house-keeping ab't that time. Well, it was kinder liberal, but not altogether 80. In that he entertained, I expect, less than any leading citizen almost in Rosedale.

Ans. to X Int. 39. I know of some of the parties he advanced to, viz., E. F. Fitzgerald, T. J. Bogue, W. A. Currie, & Sam. Jones, & Beard, & there may have been others. He had no regular commission office, & I don't suppose paid privilege tax as a comm'n merchant. I don't know what he did with the cotton. I can't say about his giving d'f'ts. I know he bought cotton from sundry parties.

Ans. to Int. 40. I have once or twice purchased mules for George Y. Scott, and perhaps one or more of these lots may have been shipped in my name for that reason, but I don't now remember certainly whether they were or not. I expect they were. I bought them with my own means, I sold to him.

Ans. to X Int. 45. I am his brother.

CHAS. SCOTT.

Sworn to & subscribed before me this 12th day of August, 1887.

G. B. LANCASTER,
Commissioner.

367 UNITED STATES OF AMERICA,
State of Mississippi, County of Bolivar.

I, G. B. Lancaster, specially appointed a commissioner in the cause styled in the caption of the foregoing depositions to take the testimony of F. J. Weaver, Mrs. Anna M. Baldwin, Godfrey Frank, O. G. McGuire, E. C. Field, Geo. Brazier, T. S. Lawler, Fred. Clark, T. R. McGuire, Walter Sillers, F. M. Scott, C. L. Jones, E. H. Moore, J. W. Gill, E. G. McCauley, Harry Adams, Jno. A. Robertson, and Charles Scott, witnesses for the defendants in said cause, do hereby certify that I caused to come before me the said F. J. Weaver, Mrs. Anna M. Baldwin, Godfrey Frank, O. G. McGuire, E. C. Field, Geo. Bra-

zier, T. S. Lawler, Fred. Clark, T. R. McGuire, W. Sillers, F. M. Scott, C. L. Jones, E. H. Moore, J. W. Gill, E. G. McCauley, Harry Adams, John A. Robertson, and Chas. Scott, and they, being by me first duly sworn and examined to speak the truth and nothing but the truth in answer to said interrogatories and cross-interrogatories, did give the foregoing depositions; that the answers of the said witnesses were by me reduced to writing (except the answers of Chas. Scott, who, by agreement, wrote his own answers, and made oath and subscribed his name in my presence that they were his true and correct answers to the questions propounded to him) in the presence of said witnesses, and by me carefully read to and thoroughly understood by said witnesses as their depositions in said cause, and that they signed the same as their depositions in my presence, and that
368 the questions propounded to said witnesses and to which they have answered are the direct and cross interrogatories accompanying said commission; that the said depositions have in no manner been changed or altered since the same were subscribed by said witnesses, but that the same was in my possession up to the time of sealing and delivering to the postmaster at Rosedale, directed to the clerk of said court.

In witness whereof I have hereto set my hand this 12th of August, A. D. 1887.

G. B. LANCASTER,
Commissioner.

Filed Aug. 15th, 1887.

G. R. HILL, *Cl'k.*

369 *Proof.*

J. SUGARMAN
vs.
GEO. Y. SCOTT *et al.* } 744.

This cause coming on this day to be heard upon the original bill of complaint and the exhibits thereto and the answer of defendants Geo. Y. Scott and Lottie M. Scott and the answer and cross-bill of defendant Charles Scott, and the court being now fully advised in the premises, and all parties, complainants and defendants, now, in open court, consenting to this decree, and it now having been shown to the court that the said complainant, J. Sugarman, has a valid subsisting first lien upon all the lands named in the said original bill and hereinafter described, and that the said defendant, Charles Scott, has a valid subsisting lien upon all of said lands second only to the lien of said complainant as aforesaid, and that the said Charles Scott has also a valid first lien upon the personal property hereinafter named, it is therefore ordered, adjudged, and decreed that the said defendant, Geo. Y. Scott, pay to J. Sugarman, the complainant herein, prior to November 1, 1887, the amount shown and agreed by all of said defendants to be due to him on the two notes of said defendant, Geo. Y. Scott filed with his said bill of complaint, to wit, the sum of

nine thousand one hundred & seventy-three & $\frac{33}{100}$ dollars,
370 which includes all interest up to Nov. 1st, 1887; and it is further ordered, adjudged, and decreed that the said defendant, Geo. Y. Scott, pay, prior to November 1, 1887, to said Charles Scott the amount thereon and agreed by all of said defendants to be due to him on the said notes filed as exhibits to his cross-bill herein, to wit, the sum of fourteen thousand eight hundred & fifty-two & $\frac{33}{100}$ dollars, which includes interest up to November 1, 1887; and it is further, by consent of all parties, in open court, ordered, adjudged, and decreed that in default of the payment of said sum of $9,173.33 to said complainant as hereinbefore provided and in default of said payment of said sum of $14,852.33 to said Charles Scott as hereinbefore provided, then that the said lien of complainant, as charged in his said bill and admitted by said defendant, and the said lien of said Charles Scott, as charged in his said cross-bill and admitted by his said co-defendants & complainant, be, and the same is hereby, foreclosed, and that J. J. Montgomery, who is hereby appointed a special commissioner for that purpose, proceed to sell as hereinafter directed the lands named in said bill of complaint or a sufficiency thereof to pay off & discharge the said amount so due as aforesaid to said complainant and the said amount so due as aforesaid to said Charles Scott, and also the cost of this suit, and from the proceeds thereof the said costs shall first be paid, and, secondly, the said complainant shall be paid the full amount due to him as aforesaid, and from the balance, if any, the said amount so due to said Charles
371 Scott as aforesaid shall be fully paid and discharged, if the proceeds are sufficient therefor, and the surplus, if any, shall be paid to said defendant, Geo. Y. Scott. The said lands are the following, to wit: The east half of the northwest quarter and the west half of the northeast quarter and all of the southwest quarter and the west half of the southeast quarter, all in section twenty-five (25), in township twenty-three (23), in range eight (8) west, in Bolivar county, Mississippi. Before making said sale the said commissioner shall give notice of the time, terms, and place of said sale by publication for 30 days in the "Weekly Ledger," a newspaper published in Rosedale, in said county, if the same is then published, and, if not, then such notice shall be given by written notices posted for 30 days in five or more public places in said county, one of which shall be at the court-house door thereof; said sale shall not be made prior to November 1st, 1887, and shall be made at the front door of the court-house of said county at public outcry to the highest bidder for cash, and said lands shall be so sold in tracts not exceeding 160 acres each.

It is further ordered that the bid of the said complainant to said amount of $9,173.33 shall be received as cash, and bid of said Charles Scott to and for the sum of 24,025.66 shall be received as cash, provided the said sum due to complainant as aforesaid is paid in cash by said Charles Scott; and if the said lands should fail to sell for a sufficient sum to pay in full the said amount so due
372 as aforesaid to said complainant, and also the said sum so due as aforesaid to said Charles Scott, then in that event the

said commissioner is hereby authorized and directed, upon the request of said Charles Scott, to proceed to sell the following-described personal property, named and described in mortgage executed by Geo. Y. Scott to Chas. Scott, and which said mortgage is made exhibit to said cross-bill, to wit: All the mules owned by said Geo. Y. Scott on November 22nd, A. D. 1886, being fifty-six head, then in said county, on the plantations known as McDonald Place, Burch Place, Brazier or Meyer, Weiss & Co. Place, Lee Place, Sillers Place, & Miller Place, and from the proceeds of said sale of said personal property any part of said sum of $14,852.33 remaining due as aforesaid to said Charles Scott shall be fully paid and discharged.

Neither the said amount due to said complainant or the said amount due to said Charles Scott as aforesaid shall bear interest until after November 1st, 1887; and in the event of the sale of said personal property the said commissioner shall give the like notice and be governed by the same terms and conditions named & described in the sale of said lands, and the said commissioner shall report his proceedings herein to the next term of this court.

One of said notes to Charles Scott will not become due until Nov. 25th, 1887, the same, with interest up to that date, amounting to $5,262.07, and therefore if all of the remainder of this decree except said sum of $5,262.07 is paid on November 1st, 1887,
373 then as to said sum of $5,262.07 there shall be a further stay until November 25th, 1887, when same shall be paid to said Charles Scott, in default of which said special commissioner shall proceed to sell said property or any part thereof remaining unsold by him at that date.

Ordered, adjudged, & decreed this 9th day of January, 1887.

W. R. TRIGG, *Chancellor.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

I, T. R. McGuire, clerk of the chancery court in and for said county, do hereby certify that the foregoing six (6) pages contain a whole, true, and correct copy of final decree in the case of J. Sugarman against Geo. Y. Scott *et al.*, No. 744, as the same appears on Minute Book "D" of the chancery court, at page 46 *et seq.*, in my office.

Witness my hand and official seal this the 3d day of August, A. D. 1887.

T. R. McGUIRE, *Clerk.*
G. B. LANCASTER, *D. C.*

Filed August 22, 1887.

G. R. HILL, *Clk.*

374 *Appeal Bond.*

In the District Court of the United States, Northern District of Mississippi, Western Division.

BROOKS, NEELY & CO.
vs.
GEORGE Y. SCOTT *et al.*

Know all men by these presents that we, Lottie M. Scott and George Y. Scott, principals, and A. M. Baldwin & Chas. Scott, C. T. Mason, E. F. Miller, & W. E. Ringo, sureties, are held and firmly bound in the sum of twelve thousand dollars unto J. C. Neely, S. H. Brooks, and H. M. Neely, of Memphis, Tenn., partners in trade under the firm name and style of Brooks, Neely & Co., their executors and administrators; to which payment, well & truly to be made, we bind ourselves and each of us, jointly & severally, and our & each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated this the — day of September, 1887.

Whereas the above-bound Lottie M. Scott and George Y. Scott have prayed an appeal in the district court of the United States in and for the northern district of Mississippi, western division, to the Supreme Court of the United States to reverse the decree rendered in the above-entitled cause by said district court:

Now, therefore, the condition of this obligation is such that if the above-named Lottie M. Scott and George Y. Scott shall prosecute their said appeal to effect and answer all costs and dam-
375 ages if they fail to make good their plea, then this obligation shall be void; otherwise to remain in full force & virtue.

LOTTIE M. SCOTT. [SEAL.]
GEO. Y. SCOTT. [SEAL.]
A. M. BALDWIN. [SEAL.]
CHAS. SCOTT. [SEAL.]
C. T. MASON. [SEAL.]
E. F. MILLER. [SEAL.]
W. E. RINGO. [SEAL.]

STATE OF MISSISSIPPI,
County of Bolivar.

Personally appeared before me Chas. Scott, who, being duly sworn, deposes & says—the said Chas. Scott saith that he is worth the sum of twelve thousand dollars over & above his just debts, exemptions, & liabilities.

CHAS. SCOTT.

Sworn to and subscribed in my presence this the 12th day of Oct., 1887.

[S'l of C't.]

T. R. McGUIRE, *Clerk.*

STATE OF KENTUCKY, }
County of Hardin. }

A. M. BALDWIN, being duly sworn, deposes & saith that she is worth the sum of five thousand dollars over and above her just debts, exemptions, and liabilities.

A. M. BALDWIN.

Sworn to and subscribed in my presence this 15 day of Sept., 1887; and I further certify that Lottie M. Scott and A. M. Baldwin signed above bond in my presence.

Witness my hand and seal of office this 15th day of Sept., 1887.

[L. S.] J. P. HOBSON,
Notary Public.

376 THE STATE OF MISSISSIPPI, }
Bolivar County. }

Personally appeared before me, T. R. McGuire, clerk of the chancery court in & for said county, C. T. Mason, one of the sureties, who signed the foregoing & annexed bond in my presence, and said Mason, being by me duly sworn, deposes & says that he is worth the sum of twelve thousand dollars over & above all his just debts, liabilities, & exemptions in property situate in Bolivar county, Mississippi, subject to execution & attachment. Said Mason also acknowledged before me that he signed, sealed, and delivered the foregoing bond on the day & year therein mentioned.

C. T. MASON.

Sworn to & subscribed before me Oct. 13, A. D. 1887.

[L. S.] T. R. McGUIRE, *Clerk.*

THE STATE OF MISSISSIPPI, }
Bolivar County. }

Personally appeared before me, T. R. McGuire, clerk of the chancery court of said county, E. F. Miller and W. E. Ringo, who, being duly sworn, depose & say: The said E. F. Miller, that he is worth the sum of $12,000.00 in property in said county subject to execution & attachment and over & above all his just debts, liabilities, & exemptions; the said W. E. Ringo, that he is worth the sum of $12,000.00, and that they are each worth the sum of $12,000.00 in property in said county as aforesaid & over & above all their
377 just debts, liabilities, & exemptions.

E. F. MILLER.
W. E. RINGO.

Sworn to and subscribed before me this Oct. 13th, 1887.

[L. S.] T. R. McGUIRE, *Clerk*,
By G. B. LANCASTER, *D. C.*

I approve the foregoing bond and sureties to operate as a supersedeas in the within-named cause. This October 17th, 1887.

R. A. HILL,
Judge of said Court.

Filed Oct. 20th, 1887.

G. R. HILL, *Clerk.*

UNITED STATES OF AMERICA,
Northern District of Miss., Western Division, } ss:

I, G. R. Hill, clerk of the district court of the United States for said district and division, hereby certify that the foregoing 377 pages of manuscript contain a true, correct, & complete transcript & copy of all the pleadings, proofs, orders, & decrees & of all of the proceedings of every nature had in said court in the above-stated cause as fully & completely as the same now appear on file & of record in the clerk's office of said court.

Seal United States District Court, Northern District, Miss., Western Division.

In testimony whereof I hereunto set my hand and affix the seal of said court, at my office, in Oxford, in said district & division, on this the 21st day of October, A. D. 1887.

G. R. HILL, *Clerk.*

377½ In the District Court of the United States for the Western Division of the Northern District of Mississippi.

BROOKS, NEELY & CO.
vs.
GEO. Y. SCOTT *et ux.* } 323. Bill of Cost.

To clerk's fees to final decree	$90 46	
" " " preparing record for Supreme Court	137 80	
To total clerk's costs		$228 26
" marshal's fees		36 00
" T. R. McGuire for copies of proofs		66 00
" deposition fees		151 40
" compl'ts' counsel fees	$20 00	
& on 47 depositions taken & used in cause, @ $2.50 each	117 50	
		137 50
" com'r's fee for stating account		10 00
Total		$629 16

378 *Opinion of the Court.*

In the District Court of the United States for the Western Division of the Northern District of Mississippi. June Term, 1887.

BROOKS, NEELY & CO.
vs.
GEORGE Y. SCOTT & WIFE.

This cause is submitted upon bill, answers, exhibits, and proofs, from which the following facts appear:

The defendant George Y. Scott and wife, the defendants, were married in the year 1873. The former was then a young lawyer, with some means and a fair future in his profession; the latter was without property of her own, but was the only child of her father, George C. Baldwin, who then had some means, but what amount is not satisfactorily shown, as he was discharged as a bankrupt in 1868, and it is not shown in what business he was engaged until 1875, when he entered into the merchantile business in Beulah, Miss., and continued therein until his death, in 1878. George Y. Scott and his brother Charles were partners in the practice of the law and spec-lators on their joint account, and on December 26, 1876, purchased
379 what is known as the Meyer, Weiss & Co. Place, paying therefor $1,500 in cash and their notes for the same amount, due in one and two years respectively, and took the title to their wives jointly. The deferred payments were afterwards paid by George Y. Scott, a division of this tract of land and others purchased by them jointly and the title taken in the names of their wives jointly being made between them, and this tract being allotted to the defendant Lottie M. Scott.

In March, 1878, the Clark tract was purchased for $1,000 cash and $885 payable Jan. 1, 1880, and the Triumph Place for $1,500 cash, $1,500 Jan. 1, 1880, and $1,500 Jan., 1881. In Jan., 1880, the Sellers Place was purchased for $1,500 cash & $1,000 payable in 1881, and in Feb., 1880, the Campbell tract was purchased for $800 cash, $925 in Jan., 1881, and $925 in Feb., 1882.

The titles were made to Mrs. Scott or to her and Mrs. Charles Scott, but upon the division of the lands the title to all these lands was made to Mrs. Lottie M. Scott, the purchase-money being paid by George Y. Scott, but, as he claims, by money he owed his wife, either received from her or her father or from the income from her lands.

In Jan., 1886, said Scott purchased the Miller Place and the Leach Places described in the pleadings, the former for $1,500 cash, $2,926 payable Jan., 1887, $1,200 payable 1888, $1,200 payable 1889, 1,200 payable 1890; and for the latter or Leach Place $500
380 cash. It is claimed by the defendants that the cash payments so made was made in payment of money belonging to Mrs. Scott or in money due her from the income of her lands. The title was taken in her name and the notes for the deferred payments executed by her. In 1881 said George Y. Scott purchased from Frank & Reinach the tract described in the pleadings for $4,000.00 cash and $1,200 payable in three equal annual installments, and took the deed in his own name, but never had the same recorded. This tract of land and the other tracts except Leach Place lay adjoining each other, and were all enclosed under one fence and worked and managed as one plantation and known as the Scottland plantation or place. George Y. Scott was the general agent of his wife in the management of all her business. He made all the purchases for supplies for the plantation and labor and improvements thereon in his own name and sold all the products in his own name—in other words, managed and controlled it as if

it had been his own property. The title deeds to the lands taken in Mrs. Scott's name were all duly recorded. No accounts have been exhibited showing that any accounts were kept with any one against Mrs. Scott or her plantations or showing the state of accounts between the defendants in relation to their business or property interests. The only evidence to the public that Mrs. Scott possessed any personal property is found in the
381 assessment-rolls of the county for 1885: 15 mules, valued at $1,125; 1 carriage, $100; 1 piano, $100; 1 watch, $100; jewelry, $150; household furniture, $250; total, $1,825. And for 1886 the same property, valued at the same prices. The only personal property assessed to George Y. Scott for the same years, as the same appears on the rolls, is as follows: For 1885, 2 horses, valued at $250; 1 watch, $75; 1 pistol, $10; total value, $335. For 1886 the same property, valued at the same sums. The proof shows that there were about 50 mules on the places employed in their cultivation, owned by George Y. Scott. The proof further shows that these plantations were highly improved and put in a high state of cultivation after being purchased, and under the management of George Y. Scott, at least those the title to which is in the name of Mrs. Scott. After the Frank & Reinach Place was purchased by Scott the gin and machinery upon it was removed to the lands of Mrs. Scott, which, it is estimated, lessoned the value of the lands from which, it was taken and increased that upon which it was placed two thousand dollars.

The family, relatives, and employees of George Y. Scott testify that it was known in the neighborhood that Mr. Scott was the owner of the Frank & Reinach Place and Mrs. Scott of the other places.

The managers on the plantation testify that they understood
382 the mules and other property used on the plantation were the joint property of Mr. & Mrs. Scott. In March, 1883, George Y. Scott, to enable him to carry on his planting business, arranged with complainants, Brooks, Neely & Co., for a line of credit with them as factors & commission merchants to furnish him with supplies or cash with which to pay for them, to be refunded & paid by the shipment of the cotton to be raised on the plantation to be sold by complainants as commission merchants & factors, the proceeds to be applied to the payment for the supplies and cash so furnished and advanced according to the custom between cotton planters and commission merchants. Most of the advances were made by cash paid on the drafts drawn by George Y. Scott in favor of those from whom he purchased supplies and for materials and labour expended in the improvements placed upon the lands, for work and labour in the cultivation of the crops, and for mules & farming implements purchased and used on the plantation. Their dealings also included money drawn for the personal expenses of Mr. Scott and family. Mr. Scott subsequently became sheriff of the county of Bolivar, and in the collection of taxes and otherwise as sheriff took drafts and drew drafts upon complainants' house, and kept an account with them as such sheriff. George Y. Scott also purchased cotton and drew his drafts upon Brooks, Neely & Co. to pay for the same with

the understanding that he would ship them the cotton to be
383 sold and the proceed- applied in payment for the cash so advanced.

Thise course of dealing continued until the 6th of July, 1885. The account of Brooks, Neely & Co. balanced on the 12 January, 1886, shows a balance in their favor of $7,618.98, which is not disputed, and showing debits during the entire dealings of $48,886.58, and credits of $41,267.60. During this time complainants — not advised that Mrs. Scott owned any of the lands or other property or claimed any interest therein, George Y. Scott having stated that he was the owner of a large cotton plantation, and, so far as his control of the property was concerned, appeared to be the owner of the whole property until after the entire debt was contracted and advances made, though Mr. Scott had told others that he owned no property of consequence, or words to that effect. The proof shows that, allowing Mrs. Scott to be the owner of all the property claimed by her, her husband has been insolvent or nearly so since the dealings commenced. The proof further shows that a large amount of goods, provisions, and other supplies were furnished to George Y. Scott on his own account by Mrs. Baldwin, the mother of Mrs. Scott, who was and is a merchant at Beulah, which supplies were used upon the Scottland plantation, including the tract of land owned by Mr. Scott, and used as though the whole plantation was cultivated by him on
his own account. These supplies were paid by complainants
384 by drafts drawn by George Y. Scott in favour of Mrs. Baldwin upon complainants. Other supplies were purchased from merchants in St. Louis and paid for in the same way. This is a sufficient statement of the facts with reference to some portions of the testimony hereinafter made to enable the court to determine the numerous questions presented and ably and exhaustively argued by the learned counsel on both sides.

The bill charges that the placing of the title to the lands in Mrs. Scott was a scheme devised by the defendants to enable the husband to get credit, and when the day of payment should come that the lands and property should be so covered up in the name of the wife as to defeat the creditors of the husband from collecting their debt, and therefore fraudulent and void as to complainants' demand.

This charge is denied by the answers and throws the burthen of proof upon the complainants. The bill further alleges that the withholding of the deed to the Frank & Reinach lands was intended by Mr. Scott to create the belief that the title was in the wife, and that it was not subject to the payment of his debts and designed to hinder and delay his creditors in the collection of their debts. This charge is also denied by the answers & throws the burthen of proof on complainants; and, further, that the assessment of the mules in
the name of Mrs. Scott when they are now claimed by her
385 husband was done with the same fraudulent intent, & therefore fraudulent and void. This is also denied by the answers. The prayer of the bill is that the debt due complainants be held a lien upon these lands and mules, and that a day be fixed within which the defendants shall pay the same, and that in default

of payment that so much of the personal property and lands as may be necessary be sold and the debt and cost be paid, including a note for two thousand dollars given by said George Y. Scott for money advanced to pay a debt due from Scott to Yerger, from whom it was borrowed and remains unpaid. The prayer of the bill is for any other relief to which complainants may be entitled. Under this prayer in the bill it is insisted that if the property is held to belong to Mrs. Scott free from the debts of her husband that under the provisions of the code of 1880 of this State that Mrs. Scott is personally liable for the supplies furnished by complainants for the plantation; that as the same was used indiscriminately for both places by the consent of Mrs. Scott, she is liable for all of them so purchased. The first question to be considered and determined is as to whether or not the taking of the title to the lands described was done in fraud of the rights of complainants or as to any of these lands. Section 1294, Code of 1880, provides that conveyances of land shall be valid as to all debts contracted after the a fraudulent act is committed, unless made with intent to hinder and delay the creditors of the grantor; and though a conveyance or con-
386 tract be decreed void as to prior creditors, it shall not on that account be void as to subsequent creditors or purchasers. I do not find sufficient proof to show that there was an intent or purpose to defraud subsequent creditors. The deeds of conveyance were all placed upon record, so that any one desiring to see in whom the title was vested opportunity was given to do so, and if complainants neglected this precaution it was their misfortune. Under this provision of the code very satisfactory evidence of an intention to defraud subsequent creditors should be produced, which is not done in this case, so that the title to all the lands conveyed and recorded to Mrs. Scott prior to the commencement of the dealings between George Y. Scott and complainants must be held valid as to all payments made therefor before that time, and in the absence of proof to the contrary the deferred payments will be presumed to have been made when due.

All the lands were purchased and the purchase-money became due and payable prior to the commencement of the dealings between George Y. Scott and the complainants, except the Miller and the Leach Places, so that as to all but these last-mentioned tracts of land Mrs. Scott's title must be held valid.

Mrs. Scott sets up in her answer that she is also entitled to the Frank & Reinach lands for the alleged reason that the money paid for the land was money derived from the rents and profits of her lands, and other money of hers in the hands of her husband.
387 However that might be as between themselves, it is clear that such claim cannot be maintained as against complainants. The difficult question as to the liability of this tract of land to the payment of the debt due complainants subject to the prior liens grows out of the withholding of the deed from record and his declaration that he owned no property worth naming, and that it was inclosed with Mrs. Scott's lands and all treated in its management as one plantation, the gin & machinery being by him moved

off of this land and placed upon her land, and the further fact that when Montgomery, the attorney for complainants, for the purpose of learning whether or not this land belonged to George Y. Scott and liable for complainants' debt, inquired of Reinach as to whom the deed was made Reinach declined to answer, though he stated the terms of the contract. The only conclusion that can be drawn from his refusal to inform Montgomery as to whom the title was made is that he had been requested by George Y. Scott not to disclose this fact.

That it was generally understood outside of the family connection and those in their employment of George Y. Scott that this tract of land with the other lands — included in the Scottland plantation is shown by the fact that E. H. Moore, an *an* attorney who had a judgment against George Y. Scott and who lives in the county, was led to believe that the title was in Mrs. Scott and did not for that reason levy upon it. This land was purchased and the deed
388 made in December, 1881. From the fact that Mr. Scott is a lawyer and business man it is strange that he did not without some purpose have his deed acknowledged or proven and put upon record. Considering all these circumstances together I am satisfied that the effect of failing to place the deed on record was calculated to and did hinder and delay the creditors of George Y. Scott from collecting their debts, and applying the rule that parties must be presumed to intend the result of their own acts—acts of omission as well as commission—unless satisfactorally explained, I am brought to the conclusion that under section- 1843 and 1845 complainants obtained a lien upon this tract of land from the time they filed their bill, subject to the payment of the unpaid purchase-money thereon.

The next question to be considered and determined is as to whether or not the land purchased and paid for from Leach is liable for the payment of complainants' debt; also the lands purchased from Miller subject to the lien for the unpaid purchase-money. It is asserted by Mrs. Scott's counsel and by her in her answer that the payments made by George Y. Scott for these lands was made out of her means or in payment of a debt he owed her, and therefore that they are not subject to the payment of complainants' debt. The proof shows that the other lands purchased by George Y. Scott and the title to which were placed in his wife cost in the aggregate the sum of $18,135. The proof is that the same lands are now worth about $50,000.00, an increase in value of $31,856. The proof further
389 shows that these lands have been put under an unusual fine state of improvement, and, among other improvements, a gin & machinery worth $2,000 was removed from the Frank and Reinach Place and placed on these lands. George Y. Scott also paid the taxes. He stated to one of the complainants, after complainant was informed that Mrs. Scott claimed the land, that he paid no rent. From the extraordinary enhancement in the value of the land it may reasonably be inferred that the improvements put upon the land with the taxes equalled its fair rental value, making a fair allowance for the general appreciation in the value of the lands in

that section of the country, so that I conclude that there was nothing due from George Y. Scott to his wife at that time, and that the payment was made by him out of his own means, and that the taking of the title in the name of his wife can only be considered a gift as far as these payments were made, and, being insolvent at the time and owing at that time all of the debt claimed by complainants, they have a lien on the Leach Place for the payment of their debt and on the Miller Place for the payment of their debt, subject to the payment of the deferred payments for which Mrs. Scott gave her notes.

It is claimed by complainants that Mrs. Scott is personally liable for the advances made by complainants for supplies furnished or paid for by complainants. This claim is propounded upon section 1177 of the Code of 1880.

390 It is not necessary to consider the liability of Mrs. Scott to the payment for this demand. If she is liable it is not, in the first place, charged in the bill, and, in the second place, could only be recovered in an action at law against her and which cannot be prejudiced by the decree in this cause.

The next question to be considered is as to the liability of the mules and other personal property described in the bill to the payment of the debt of complainants. Whilst there can be no doubt under the proof that George Y. Scott was the owner of this property at the time complainants filed their bill and liable to the payment of complainants' debt, I am of opinion that the proof does not show such a fraudulent conveyance of it or concealment of his title to it as to fix a lien upon it by the filing of this bill; and, if for no other reason, there is not such a description of it as to enable the court to declare the complainants' debt to be a lien upon it. The next and only question is as to the liability of the homestead property described in the bill. If any part of this property could be held liable it could only be the surplus over and above the value of two thousand dollars, and from the proof it is not worth more than that sum, subject to the liens upon it. Therefore this question need not be further considered. The result is that the bill must be dismissed as to all the property except the lands purchased from Frank Reinach and that purchased from Miller and the land pur-

391 chased from Leach, and the amount due to complainants upon the note and account which have not been disputed, described in the bill, and a decree that George Y. Scott pay the same within a time to be fixed, and upon his failure to do so that the lands described be sold, subject to the liens upon them for the unpaid purchase-money.

R. A. HILL, *Judge.*

Filed 31 Aug., 1887.

G. R. HILL, *Clerk.*

I, G. R. Hill, clerk of the district court of the United States for the northern district of Mississippi, do hereby certify that the foregoing 14 pages contain a true and complete copy of the original opinion of court in said cause as the same appears on the files in said court.

Seal United States District Court, Northern District Miss., Western Division.

Witness my hand and the seal of said court, at Oxford, Miss., this the 21 day of Oct., 1887.

G. R. HILL, *Clerk.*

Endorsed on cover: N. Mississippi D. C. U. S. No. 314. Lottie M. Scott and George Y. Scott, appellants, *vs.* J. C. Neely, S. H. Brooks, and H. M. Neely, partners under the firm name and style of Brooks, Neely & Company. Filed December 28, 1887.

SUPREME COURT OF THE UNITED STATES.

LOTTIE M. SCOTT and GEORGE Y. SCOTT, Appellants,
vs.
J. C. NEELY, S. H. BROOKS, and H. M. NEELY, Partners, &c.

In the above-styled causes it is understood and agreed, as a fact to be considered by the Supreme Court, that the transcript of record on file herein is defective in this particular, that it fails to show what was the amendment made to the original bill in the court below by the complainants under the order of 15th June, 1886, shown on p. 34 of the printed record.

It is further understood and agreed that such amendment was as follows: That complainants inserted into their bill, in red ink as ordered, these passages (the same appearing in the printed record as if they had formed part of the original bill):

1. "The said Geo. Y. Scott was then largely indebted and these conveyances were so taken in his said wife's name with the intent to hinder, delay, and defraud his creditors then existing and any future creditors he might have and these complainants." (Transcript, p. 3, lines 5 to 2 from the bottom.)

2. "Being then insolvent and indebted to complainants." (Transcript, p. 5, lines 14 and 13 from bottom.)

3. "And complainants further charge that all of the conveyances hereinbefore set forth, both those conveyed to his wife prior to the contraction of his said debt to complainants and those hereinbefore set forth made after his contraction of said debt, and his concealment of said deed from said Frank & Reinach, are all parts of the same scheme to accumulate a large property in his wife's name to hinder, delay, and defraud complainants and his other creditors, both those respecting whom said several deeds were made and further creditors." (Transcript, p. 5, 6, beginning 5th line from bottom of p. 5.)

4. "And complainants believe and charge that he was insolvent." (Transcript, p. 6, lines 8 and 9 from top.)

5. "Complainants charge that these mules, many of them, are of little value; that they are now, as complainants are informed, or were a few weeks since, mortgaged, together with a part of the crop made in 1885, to Richardson & May, of New Orleans, and they also charge that he has already claimed and his wife has also claimed a short time prior to the filing of this bill that they were his said wife's property, and ever since the filing of this bill, as well as before, that he himself owned nothing." (Transcript, p. 7, lines 27 to 34 from top.)

6. "Complainants further pray that said defendants may make discovery as to the said deed of Frank & Reinach and the amount paid to them on the purchase of the land from Ella Peacocke & S. H. Peacocke and John C. Miller, and the amount paid for the house

and lot in Rosedale and for additions and improvements thereto." (Transcript, p. 8, lines 13 to 18 from top.)

And it is agreed that this cause shall proceed and be treated in all respects as if said record did show the said amendments as it should have done.

EDWARD MAYES,
Sol. for Lottie M. Scott and for Geo. Y. Scott.
W. V. SULLIVAN,
Sol. for Brooks, Neely & Co.

[Endorsed:] Supreme Court U. S. 1890, October term. No. 314. Lottie M. Scott *et al.*, app'ts, *vs.* J. C. Neely & *al.* Stipulation and addition to record. Filed March 16, 1891.

Office Supreme Court U. S.
FILED.
MAR 14 1891
JAMES H. McKENNEY.
CLERK.

Supreme Court of the United States

OCTOBER TERM, 1890.

No. 314.

LOTTIE M. SCOTT AND GEO. Y. SCOTT, APPELLANTS,

vs.

J. C. NEELY, S. H. BROOKS AND H. M. NEELY,
(Partners under the firm name and style of Brooks, Neely & Company,) APPELLEES.

Appeal from the District Court of the United States for the Northern District of Mississippi.

BRIEF FOR THE APPELLANTS,

BY EDWARD MAYES.

E. C. TOOF & CO., PRS. & LITHS., MEMPHIS.

LOTTIE M. SCOTT, APPELLANT,

vs.

BROOKS, NEELY & CO., APPELLEES.

GEORGE Y. SCOTT, APPELLANT,

vs.

BROOKS, NEELY & CO., APPELLEES.

STATEMENT OF THE CASE.

These appeals are taken from the decision of the court below, rendered on a bill in chancery, filed by the appellees under sections 1843 and 1845 of the Mississippi Code of 1880. Those sections are as follows:

"1843. The said courts" (that is the chancery courts,) "shall have jurisdiction of bills exhibited by creditors, who have not obtained judgments at law, or having judgments, have not had executions returned unsatisfied, to set aside fraudulent conveyances of property, or other devices resorted to for the purpose of hindering, delaying, or defrauding creditors; and may subject the property to the satisfaction of the demands of such creditors, as if complainant had a judgment and execution thereon returned 'no property found.'"

"1845. The creditor in such case shall have a lien upon the property described therein from the filing of his bill, except as against *bona fide* purchasers before the service of process upon the defendant in such bill."

This bill was filed for the purpose of subjecting to a simple contract debt held by complainants against George Y. Scott, certain property owned by him, and certain other property owned by his wife, Lottie M. Scott; and, as a

means thereto, to set aside certain alleged fraudulent arrangements between them in respect to such property. The following are

THE FACTS LEADING TO THE LITIGATION:

In the year 1872, George Y. Scott moved to Bolivar county, Miss., and there engaged in the practice of law, in partnership with his brother, Charles Scott. Their practice was large and lucrative. They were also successful in other branches of business, more or less connected with their profession. Their income from these sources was from $12,000 to $15,000 per annum.[1]

On the 27th of November, 1873, George Y. Scott married Lottie M. Baldwin, his co-defendant, the only child of Geo. C. Baldwin. This Mr. Baldwin, although he had taken the benefit of the bankrupt law in the year 1868, was then a merchant in Bolivar county, and worth about $35,000.[2]

At the time of his marriage Geo. Y. Scott was worth about $15,000. He owed not many debts, and was entirely solvent.[3]

In the year 1876, the brothers Scott concluded that lands in the Mississippi Delta would, in the course of time, be very valuable, and were desirable investments. They accordingly began to purchase; and in making such purchases had the deeds made to their respective wives. The first purchase, it seems, was, at the time of its making, so made with a view to gratify their wives by a present. As to the subsequent purchases, and as to the deferred pay-

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1 O. Bill, Transcript 1; Scott's Dep., Ans. 2 & 6, Tr. 132.

2 Scott's Dep. Ans. 3, 4 & 5, Tr. 132; Mrs. Scott's Dep. Ans. 1, 2, 3 & 4, Tr. 139, 140; Clark's Dep. Ans. 31, Tr. 171; Sillers' Dep. Ans. 31, Tr. 175; Mrs. Baldwin's Dep. Cross-Ans. 20, Tr. 192; McGuire's Dep. Ans. 31, Tr. 195; McGuire's Dep. Cross-Ans. 30, Tr. 197.

3 Scott's Dep. Cross-Ans. 2, Tr. 135.

ments of the first purchase, George Y. Scott's motive was to make, for his wife, a good investment of a large sum of money in his hands which belonged to her father, and of certain moneys of her own which had come to her from her father, and which he held. He had no other motive. At that time he was a prosperous man, and continued to be for six or seven years afterward. He then had about $15,000, and was adding to it about $3000 per annum.[4]

The lands thus purchased by the appellants were as follows:

1. On the 18th of December, 1876, the *Brazier* Place (otherwise called the Myer, Weiss & Co. Place); with the utensils and mules, at a total cost of $9000, of which $3000 was cash, balance on 1, 2 and 3 years' time, for which the brothers executed their notes.[5]

2. On the 11th of May, 1878, the *Lee* Place (otherwise called the Clark Place); for $3770, payable $2000 on the 1st of January, 1879, and $1770 on the 1st of Jan'y, 1880; for which also, the brothers gave their notes.[6]

They also purchased two other places, called respectively the Sillers Place and the Triumph Place; which, together, seem to have been less valuable than the Brazier and Lee Places together, by about $4000.[7]

On the 1st of January, 1880, the brothers Scott dissolved their law partnership; and at the same time there was a partition between their wives of the lands purchased. Mrs. Charles Scott took the Triumph and the Sillers Places; while Mrs. Lottie M. Scott took the Brazier and the Lee Places, paying in cash the sum of $2000 difference.[8]

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4 Scott's Dep. Ans. 7, 8, 10 & 11, Tr. 133; Mrs. Scott's Dep. Ans. 5, 6, 7, 8, 9 & 10, Tr. 140; Chas. Scott's Dep. Ans. 25, 26, 31 & 32, Tr. 201.

5 O. Bill, Tr. 2; Exh. "A," Tr. 9.

6 O. Bill, Tr. 2; Exh. "B," Tr. 12.

7 O. Bill, Tr. 2-3; Exh. "—," Tr. 18-19.

8 O. Bill, Tr. 1; Exh. "—," Tr. 18-19; Scott's Ans. Tr. 35.

3. On the 2d of January, 1880, the *Sillers* Place was purchased from Mrs. Charles Scott for $1500 cash, and $1000 to be paid on the first of January, 1881; for which the note of Geo. Y. and Lottie M. Scott was given.[9]

4. On the 1st of February, 1880, the *Campbell* Place was purchased for $2650, of which $800 was cash, and the notes of Lottie M. Scott alone executed for $925 in each 1881 and 1882.[10]

In every instance, Mrs. Scott's title-deeds were promptly placed on record; whereby they became conclusive notice to the whole world.[11]

Thus, in and between Dec., 1876, and February, 1880, Lottie M. Scott became the owner of the four contiguous places, aggregating about 1140 acres of land. They cost as follows:

1.	Her half of $9000 principal, purchase of Brazier Place, ...	$4,500.00
	Her half interest on deferred payments, . .	360.00
2.	Her half of $3770 principal, purchase of Lee Place, ...	1,885.00
	Her half interest on deferred payment, . .	115.00
3.	Amount paid Mrs. Chas. Scott on partition,	2,000.00
4.	Amount purchase of Sillers Place, principal,	2,500.00
	Amount purchase of Sillers Place, interest, .	80.00
5.	Amount purchase of Campbell place, prin.,	2,650.00
	Amount purchase of Campbell Place, interest	222.00
		$14,312.00
To this amount must be added her half of the payments made for the Sillers and the Triumph Places. The record does not show exactly what was paid for them; but in the partition of 1880, Mrs. Lottie M. Scott paid Mrs. Chas. Scott a difference of $2000 as between a half interest in them, and a half interest in the Brazier and the Lee Places. Therefore, since a half interest in the B. and L. Places cost $4500 plus $1885, or $6385, a half interest in the S. and T. Places must have cost *about* .		$ 4,385.00
Total cost to Mrs. Scott for the four places, *about*		$18,697.00

9 O. Bill, Tr. 3; Exh. "C," Tr. 13.
10 O. Bill, Tr. 3; Exh. "D," Tr. 14.
11 O. Bill, Tr. 2-3; Exhibits, Tr. 11, 14, 15, 20; Scott's Ans. Tr. 37.

After her marriage, the father of Mrs. Scott began to give her money, and although the cash payment of the *first* purchase (that of the Brazier Place) was made by Mr. Scott from his own funds, yet at the same time he had in his hands considerable money of hers. The remaining payments were made, all of them, and on all the places, from moneys of Mrs. Scott's, her rents, and the money in the husband's hands, which belonged to her father. As Scott took the titles to the wife, her father made no objection to that use of his money. Indeed, after only two of such payments had been made, (the first deferred on the Brazier Place, and the cash on the Lee Place), Mr. Baldwin died, on the 4th of July, 1878; and his estate became Mrs. Scott's and Mrs. Baldwin's. The amounts of money thus used by Scott of his wife's and of her father (the wife's money coming from her father), were over $17,000.[12]

And during all of this time he was perfectly solvent.[13]

From this time forth, for six years, there were no further purchases of property for Mrs. Scott; the amount invested being, in fact, about equal to what he had received from her father and herself; with the $1500 given to her by him in the cash payment on purchase of the Brazier Place.

The next purchase was that of the *Burch* and *McDonald* Places. These places lie contiguous to the lands of Mrs. Scott, and they were purchased late in the year 1881, from Frank & Reinach, for $16,000, of which $4000 was paid in cash, balance in one, two and three years notes, bearing eight per cent. interest, and with lien reserved. This purchase was made by Geo. Y. Scott *in his own name.* The deed was made to him. Through oversight, he failed to have the deed recorded, but he took immediate possession,

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12 Scott's Dep. Ans. 7, 11, 12, Tr. 133; Mrs. Scott's Dep. Ans. 3, 5, 9, 10, Tr. 139, 140, 141; Mrs. Baldwin's Dep. Ans. 27, Tr. 190.

13 Scott's Dep. Ans. 10, Tr. 133; Mrs. Scott's Dep. Ans. 8, Tr. 140; McGuire's Dep. Ans. 23, Tr. 179; Field's Dep. Ans. 23, Tr. 198; C. Scott's Dep. Ans. 23, 25, Tr. 201.

and has been in open, notorious, and adverse possession ever since. He has never kept secret the fact that the title to those places was in him. On the contrary, he has told everyone, when the matter was spoken of, that he was the owner.[1]

The first, or cash payment of this purchase, was made by Scott's draft on John Chaffe & Sons, commission merchants in New Orleans, and was in fact paid out of the proceeds of cotton from his wife's farms. The first deferred payment was made by him from his own means.[2]

At the time of this purchase, and for about two years afterward, Scott was perfectly solvent, being worth about $25,000.[3]

All of the foregoing matters took place from 15 months to 7 years before there were any business relations between complainants and the said Scott, and before there were any efforts to establish any such relations. In March, 1883, it was that those relations begun.[4]

And at that time, also, Scott was entirely solvent. He owned the Burch and McDonald Places (subject, of course, to the unpaid balance of purchase money, $12,000), 50 good mules worth $6000, implements worth $750, and several thousand dollars in county warrants and solvent credits; values considerably in excess of his debts.[5]

When the business relation was established, as Mr. H. M. Neely himself puts it (and he was the member of the firm with whom the credit was arranged), the complainants looked for the payment of the debt to be made, not to Mrs.

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1 O. Bill, Tr. 4; Scott's Ans. Tr. 37; Scott's Dep., Ans. 13, 14, Tr. 133, 134.

2 Scott's Dep. Ans. 15, Tr. 134.

3 Scott's Dep. Ans. 13, Tr. 133; Field's Dep. Ans. 23, Tr. 198; Chas. Scott's Dep. Ans. 23, Tr. 201.

4 Exh. "G," Tr. 20.

5 Scott's Dep. Cross-Int. 3, Tr. 136.

Scott's lands, supposing them to be his, but they "looked to the proceeds of the cotton crops raised on plantations of defendants *alone* for payment."[6]

The credit was extended to Geo. Y. Scott alone. No charge was ever made against Mrs. Scott;[7] nor had she anything whatever to do with the arrangement.

The account ran through the year 1883; and at the conclusion of the first year (that is on the 29th of March, 1884), Scott owed a balance of $1941.88.[7]

At this time, 1st of January, 1884, and while this account was running in its first year, Scott became sheriff of Bolivar county, and so continued; and he was such until and when this bill was filed.[8]

At the end of the second year of this dealing (that is, on the 29th of March, 1885), Scott owed a balance of $7404.34. The account was closed on the 6th of July, 1885; at which time he owed a balance of $6264.89 by account, and a note for $2000.[7]

This account was not merely for plantation supplies. There were many items in it which could not have been for that purpose, on their face, e.g., the joint note of Chas. and G. Y. Scott to Fader, Frank & Co. for $1350, paid November 30th, 1885; several drafts paid S. Gwin (sometimes erroneously called Givin, in the exhibit), Auditor of Public Accounts of Mississippi, aggregating several thousand dollars, etc.[7]

In fact, as Mr. Scott says, "my account with them was more like a bank account than anything else. For instance, in the collection of taxes and privileges due the State, I sent many of the drafts and money to them, and drew on them in paying the State auditor and others. Most of the supplies used on my wife's plantations were purchased in

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6 Neely's Dep. Ans. 4, 10, Tr. 98-99.

7 Exhibit "G," Tr. 20.

8 O. B., Tr. 6; Scott's Dep. Cross-Int. 19, Tr. 129.

St. Louis, Mo., and I was advancing largely to planters in the neighborhood, and they received supplies that were shipped me from Brooks, Neely & Co. The drafts given my wife were for the necessary expenses of herself and our child."[9]

On the 1st of December, 1885, hearing that Scott was shipping cotton to other merchants, Mr. Neely went to see him for the purpose of inducing him to ship to them to pay his debt. This he promised to do. It seems from the account filed, that he did ship twenty bales (although Mr. Neely, in his deposition, says only seven); but after that, he shipped no more.[10]

About this time (on the 15th of December, 1885), Scott purchased a residence in Rosedale, in his own name, for which he paid $1350, and which he afterward improved to the extent of some $2000. The deed was filed for record on the day of the purchase, although alleged in the bill not to be of record.[11]

On the 11th of January, 1886, Mrs. Scott, through her husband, purchased the *Miller* Place—price $8000. Of this price, $500 cash was paid the vendors, and $250 in goods; a debt of $2476.05, due Frank & Reinach, assumed by Mrs. Scott; and Mrs. Scott's four notes for $1193.48 each, executed, payable 1st January, 1887–8–9–90, with six per cent. interest. Of the debt assumed, $750 was paid at once, and another payment has been made on it since. The deed was filed for record on the day after the purchase.

On the 22d of January, 1886, Mrs. Scott also purchased, through her husband, the *Leach* Place for $500 cash; and this deed was filed for record on the next day.[12]

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9 Scott's Dep. Ans. 21, Tr. 134.

10 Neely's Dep. Ans. 6, Tr. 98; Exhibit "G," Tr. 30.

11 O. Bill, Tr. 5; Scott's Dep. Ans. 12, Tr. 137.

12 O. Bill, Tr. 5; Exhibits "E" & "F," Tr. 16–17–18; Peacock's Dep. Ans. 6, Tr. 94.

These two purchases were made *at Mrs. Scott's request.* They were made entirely with her means and credit, and not with any view to hindering, delaying or defrauding the creditors of Mr. Scott. Mrs. Scott wanted them for an investment; and she had not received any of the income from her other lands, so far as the record shows or as is averred, for six years.[13]

About this time (on the 15th of March, 1886,) Mr. Neely made a second trip to see Mr. Scott. They had their interview in the office of Mr. Montgomery, the attorney of complainants. Scott then and there told Mr. Neely that he was anxious to pay them, and would secure them by giving a mortgage, or deed of trust, on all the mules, worth at least $6400, and all the utensils, worth about $750, and on all the crops of cotton and corn on all the plantations belonging to Mrs. Scott, and also on the places belonging to himself, to be raised during the year 1886. The crop of cotton alone would have been at least 500 bales, worth not less than $20,000. This offer was, however, made on the condition that complainants would make a further advance of $10,000, to defray the expenses of the year.[14]

Neely then offered an advance of $6000, which Scott declined on the ground that it was not sufficient for the purpose. Some effort seems to have been made to induce Mr. Scott to get a mortgage from his wife; and again, to get her endorsement; both of which propositions he declined on the ground that, while his wife did not object to his using her crops, she would not bind her estate or herself for his debts.[15] Complainants insisted on Mrs. Scott's signing the crop-mortgage; but Scott refused to ask her to do so, for fear that such a signature might be construed into an admission of personal liability; but offered to get

13 Mrs. Scott's Dep. Ans. 13, Tr. 141; Scott's Dep. Ans. 16, Tr. 134.

14 Scott's Dep. Ans. 23, Tr. 135.

15 Neely's Dep. Ans. 6, Tr. 98–99; Montgomery's Dep. Ans. 17, Tr. 116–117; Scott's Dep. Cross-Ans. 17, Tr. 138.

her written authority for him to give such a mortgage.[16] This was also Charles Scott's suggestion, made to Mr. Neely in person.[17] In the conversation with Geo. Y. Scott, already stated, and by Chas. Scott, the attorney of Geo. Y. Scott, afterward on the same day, Mr. Neely was told that the mules and personalty were Geo. Y. Scott's property.[18] There were various negotiations, but they did not produce any adjustment. On the point of difference just stated, complainants rejected his offer, several times made.

The bill herein was filed in that month, on the 27th, twelve days after Mr. Neely's visit to Rosedale.

THE LITIGATION, AND ITS RESULT BELOW.

The bill shown by the printed record here is not exactly as it was originally filed in the court below. It is in fact the Original Bill *as amended*. The Original Bill proper stated as follows:

That George Y. and Lottie M. Scott were married in 1873, then owning no lands and but little personalty; that Charles and Geo. Y. Scott were at that time lawyers and partners in Bolivar county, Miss., doing a large and lucrative practice, and largely successful in other business; that such practice and successful business continued until the dissolution of the firm in 1880; that prior to that date said firm began from the profits of their business to buy lands, said George Y. Scott taking, in all cases, the titles to his wife to an undivided half-interest; that they thus bought the Brazier (or Myer, Weiss & Co.) Place and equipment at $9000; also the Clark (or Lee) Place for $3770; also other lands, not specifically named; that when Chas. and

16. Montgomery's Letter, dated March 16, '86, Tr. 117–18; Mrs. Scott's Dep. Ans. 18, Tr. 142.

17 Chas. Scott's Dep. Ans. 35, Tr. 202.

18 Montgomery's Dep. Ans. 17, Tr. 116; Chas. Scott's Dep. Ans. 35, Tr. 202, and Cross-Ans. 36, Tr. 206.

Geo. Y. Scott dissolved partnership in 1880, they also divided the land so purchased, Mrs. Lottie M. Scott receiving title in severalty to the two places aforesaid; that on the next day Charles Scott and wife conveyed to Mrs. Lottie M. Scott, for $2500, the Sillers Place, being one of the places they had gotten in the partition aforesaid; that about one month afterward George Y. Scott purchased the Campbell Place for $2650, having the title made to his wife; that these purchases were made partly for cash and partly on credit; that the cash and the deferred payments were all made by Geo. Y. Scott from his own means; that all of the places named, except the Sillers Place, had formerly constituted one large plantation known as the Lee Place, and that the Sillers Place adjoined the said Lee Place; that they and the personalty on them, are in fact the property of Geo. Y. Scott and liable for his debts, although the legal title is in the wife; that he occupies and uses the same and the proceeds thereof as his own, and contracts in reference thereto in his own name; that in November or December, 1881, Geo. Y. Scott bought from Frank & Reinach the McDonald and Burch Places, for $16,000, of which $8000 and interest due has been paid; that he took the deed thereto in his own name, but failed and refused to have the same recorded, and for the purpose of hindering, delaying and defrauding his creditors; that he pretends that all of said lands belong to his wife, and that he owns no property, except that he does now claim to own the personalty on said places; that in January, 1886, he purchased the Miller Place for $8000, part cash and part credit, the deed being made to the wife and her notes executed for the deferred payments, but the money paid being his; that in the same month he also purchased the Leach Place in the name of his wife for $500 cash, paid by him; that in December, 1885, he also bought a house and lot in Rosedale, for $1000, though the deed is not on record, and he is expending considerable money in improving the same; that all such moneys so later paid

out are in fraud of complainants, who are his creditors; and that all the purchases in the name of his wife and the purchase from Frank & Reinach, and failure to record his deed from them, are part of and are fraudulent devices to hinder and delay his creditors; that when the latter purchases were made Scott was hopelessly involved if not insolvent, and had no right to buy property, either in his own name or his wife's, without first paying his debts; that he is, and has been for more than two years, sheriff of Bolivar county, and that the office affords income more than sufficient to support his family; that Scott commenced doing business with complainants in 1883, and continued until April, 1885; that his dealings with them were for some years satisfactory; that they knew him to be in possession of a large plantation, and from time to time he shipped them cotton to pay his accounts; that during this dealing, he drew on them freely for money to carry on his business, to support his family, and sometimes for supplies for his plantation, until in April, 1885, his account had run to $7618.98; that about that time he drew for $2000 in favor of Edwin Yerger, and as his account was so large they refused payment; that upon his promise to ship them at least a large part of his crop, they afterward paid the same and took his note for the amount; that he made in 1885 about 600 bales of cotton, but though he repeatedly promised to ship at least a part of this crop to complainants, he has not done so, but has used a large part of the crop in paying for said latter purchases and for other property for the use of the plantations; that he owes complainants not less than $9700, and that they gave him credit upon the faith of his open possession of all the property described, and his open management of the property as his own with the consent and knowledge of his wife, and his shipment of the crops for so many years as his own, except that they gave no credit on the faith of the property bought in 1885 and 1886; that the Lee and Sillers places belong in equity to George Y. Scott, and are liable for his debts; that the

Burch and McDonald Places, the deed to which he conceals, and which he fraudulently pretends to belong to his wife, are also his property and liable for his debts; that there are 60 or 70 mules, and some wagons and farming utensils on said plantation, and are Scott's property and are liable for his debts; that under the laws of this State, on account of these fraudulent devices of Scott to hinder and delay his creditors, they have a lien in equity from the filing of this bill, to secure the payment of their debt. The bill prayed for an account; for a decree that the conveyances to Mrs. Scott are fraudulent as to complainants, and that she be held a trustee of the title for Geo. Y. Scott, and the lands subject to complainant's debt; that the Burch and McDonald Places be subjected to the same, subject to the unpaid purchase money; that said personalty be decreed subject to the same; that all of said property, or so much as shall be necessary, be sold for such purpose, and that a personal decree be rendered against the defendants for any unpaid balance; and that Scott and wife be made defendants.

Geo. Y. Scott *demurred* to those parts of the bill which set forth the conveyances to Mrs. Scott of the Brazier, Lee, Campbell and Sillers Places, and assail them; and his own ownership of the personalty mentioned, and pray for its sale; and the conveyance of Frank & Reinach to him, and pray for sale of the property so conveyed; and for these causes—want of equity apparent. Tr. 31.

Lottie M. Scott *demurred* to the *whole* bill, for multifariousness; and to those parts which set forth the conveyances to her of the Brazier, Lee, Campbell and Sillers Places, for want of equity apparent. Tr. 32.

Complainants confessed the demurrers, and asked leave to amend by making interlineations in colored ink, which was agreed to, and they were so made. Tr. 34.

The amendments so made, were as follows: That when the conveyances of the Brazier, Lee, Campbell and Sillers

Places were made to Mrs. Scott, Geo. Y. Scott was largely indebted, and such conveyances were so made with the intent to hinder, delay and defraud his creditors then existing, and any future creditors he might have and these complainants; that all of the conveyances set forth in the bill, and the concealment of the deed from Frank & Reinach, were all parts of the same scheme to accumulate a large property in the wife's name, to hinder, delay and defraud complainants and his other creditors, "both those respecting whom (existing when) said several deeds were made and further (future) creditors;" that the mules are, many of them, of little value; that they, with a part of the crop of 1885, are mortgaged to Richardson & May, of New Orleans; that Scott has already claimed, and his wife has also claimed, a short time before the filing of the bill, that they are her property, and, ever since the filing of the bill, as well as before, that Scott owned nothing. And the amendment prayed for discovery as to the deed of Frank & Reinach, the amounts paid on the land purchases of 1885 and 1886, and for the improvements on the house and lot in Rosedale. See the agreement on file.

After this amendment was made, Geo. Y. Scott answered as follows: Admits that he was married as stated; that at that time neither he nor his wife owned any lands, and but little personalty; admits the law partnership, and the successful business, with his brother Charles; the purchases of lands by said firm prior to their dissolution in 1880, and that the titles to one-half interest therein were made to his wife; denies that they were paid for wholly with his means; admits the purchase in such manner by said firm, of the Brazier (or Myer, Weiss & Co.) Place, the Clark (or Lee) Place, the Sillers Place, and the Triumph Place, but denies that the half interest of his wife was paid for wholly from his means; states that except the cash payment for the Brazier Place of $1500, which was made from his earnings, all payments were made from the income of the places themselves and from moneys of his wife's to be further

described; admits the partition of 1st January, 1880, and the acquisition thereby of title in severalty by his wife to the Brazier and Lee Places; admits the purchase for his wife in January, 1880, of the Sillers Place and the Campbell Place, but states as before that the payments were made with his wife's means and the rents of the places themselves. Admits that the places, except the Sillers Place, had once constituted one place, known as the Lee Place, and that they are now re-united in one ownership; but says they are the lands of his wife, and not of himself; admits that he is in possession of the same; but states that he is necessarily so as the husband of the owner, as he and his wife live together harmoniously, as man and wife should do; and denies that he is in possession in any other way than is customary or proper when a married man looks after his wife's property. Denies that at the time of said purchases, he was largely indebted, but says he was easily solvent; denies that said purchases were made with intent to hinder, delay and defraud existing creditors; but that if so, it is immaterial in this cause, and prays the answer be taken as a demurrer on this point. Denies that said conveyances were with intent to hinder, delay or defraud complainants; and states that dealings between respondent and them did not begin until 29th March, 1883, and that all deeds were recorded on and before 7th May, 1880, becoming notice to the world, and were filed for that purpose. Admits the purchase, in 1881, of the Burch and McDonald Places from Frank & Reinach, in his own name; that all purchase money and interest, except $8000, has been paid, and his failure to record the deed; but denies that he failed and refused to record the same with intent to hinder, delay or defraud his creditors. Such failure was not intentional; and immediately after the purchase, he took possession of the same, and thus gave notice to the world by an act equivalent to registration. Denies, however, that the moneys paid for those places was his, but says that they were his wife's, and that she is equitably

entitled to the place her money paid for. Does not remember saying that his wife owned the same, and demands proof of it; but if so, he said nothing but what was substantially correct as set forth above. Denies that complainants obtained any lien on said lands by the filing of this bill. Denies the purchase by himself in 1886, of the Miller and Leach Places, but states that his wife bought them, and that the payments made therefor, were made by her means. Since their marriage, his wife has received large gifts of money and property from her father, and those means were used in making all of the purchases aforesaid. Admits the purchase of the house and lot in Rosedale, in 1885, for $1000; hopes the court will not agree with complainants as to the extravagance of it, in view of the fact that its price was about one twenty-fourth part of the crop which complainants aver he made in that year. In fact, the place was bought for a residence and is such now, and exempt as such by law; a fact of which complainants were well aware when they filed this bill, but of which they say nothing in it. Denies that any of the moneys paid out by him, either of his own or his wife's, was in fraud of complainants; denies that the sales mentioned in the bill were made to him, except as hereinbefore stated; denies that said purchases, or any of them, were part of or were fraudulent devices to hinder and delay his creditors in the collection of their debts; denies that what the bill calls his "concealment" of the Frank & Reinach deed, was part of any such device or scheme; denies that he ever schemed to accumulate a large property in the name of his wife to delay and defraud complainants or any one else, and denies that he is or has been insolvent. Admits that he commenced business with complainants in 1883, and that the same continued until July (not April), 1885, during which he paid them about $38,000. Admits that he drew in favor of E. M. Yerger for $2000, and says that complainants refused to pay the same without any good reason to terminate thus abruptly a business of two

years standing, which they say was satisfactory. Denies that he then owed complainants $7618.98, and says that in fact there was a nominal debit of $11,509.51 covered by cotton which complainants subsequently sold for $12,624,12. Denies the statement of the bill that he did not ship complainants any of the crop of 1885; says he shipped them twenty bales which they sold for $1200. Denies that his crop amounted to 600 bales or thereabouts, and denies that he used any of its proceeds in any unlawful manner. Denies that when the bill was filed he owed complainants $7618.98, exclusive of interest. Denies that the Lee and Sillers Places are liable for his debts. Admits that the personalty mentioned in the bill is his, and denies that either he or his wife ever claimed that it was hers; denies that it is of little value, but says it is of great value. Admits the mortgage to Richardson & May for advances and supplies, and says said mortgage is the direct result of the act of complainants in breaking up their previously "satisfactory" business. Denies that he has schemed in any way to hinder, delay or defraud his creditors, or that they have been hindered, delayed or defrauded by him; denies that the complainants have any lien from the filing of their bill, or otherwise, on the property mentioned therein, and says that the filing of the same was premature, precipitate and wholly unnecessary.

The answer of Mrs. Lottie M. Scott repeats almost *ipsissimis verbis* the answer of Geo. Y. Scott, with this addition: She states that during the dealing between her husband and the complainants, he paid them over $38,000, of which over $30,000 (erroneously printed $3000 in the transcript) was the net proceeds of cotton the property of respondent, raised on her plantation, and more than enough, by several thousand dollars, to pay the account of complainants so far as the same has any relation to the planting interests of respondents; that in fact her husband's account with complainants was of the nature of a general banking account; that many thousands of dollars of it

were not connected with any planting adventure; for instance, that about $5000 of it was for drafts drawn by her husband as sheriff of Bolivar county in favor of Hon. S. Gwin, auditor of public accounts of this State, and other items of a similar character; that, knowing these facts well, complainants have not only filed this bill against her, but also have sued her at law on the general balance of said account, jointly with her husband. She denies that her estate was liable for one dollar of said account. Complainants gave credit to her husband personally, and not on account of his "apparent ownership" of the lands that were hers. They are of the shrewdest and most vigilant merchants in Memphis; their agents pervade this State, and they know too well the uses of the register of deeds, and their own obligations in reference thereto to leave any room for even a suspicion that they gave credit on any such basis. Nor does she complain of her husband's using her means. She is willing for him to use her money; but denies that because she is trustful as a wife, and generous as she should be, she thereby forfeits her property and becomes liable for his debts, or that she ought to be arraigned before the courts on duplicated litigation, and on charges which her own self-respect compels her to refute.

The bill was not sworn, nor were either of the answers.

The parties both took voluminous testimony; for the complainants, thirty-eight depositions, including one of the complainants; for the defendants, twenty-one depositions, including their own. On the final hearing, the court decreed as follows: That the bill be dismissed as to the Brazier Place, the Lee (or Clark) Place, the Sillers Place, the Campbell Place, owned by Mrs. Scott; and as to the personalty, owned by Geo. Y. Scott; and as to Mrs. Scott personally (in this last instance, without prejudice); that as to the Burch and McDonald Places, the Leach Place, and the Miller Place, that they were subject to the debt of complainants, and that complainants had a lien thereon for

the payment of their debt from the filing of the bill; that the same be sold to pay said debt, decreed at $10,749.91, unless paid by Geo. Y. Scott within thirty days; and that Geo. Y. Scott pay the costs.

Thereupon, both Geo. Y. Scott and Lottie M. Scott prayed appeals, which were granted severally, and have been taken separately.

The final decree was rendered on the 31st of August, 1887. The complainants have not taken any cross-appeal.

LOTTIE M. SCOTT, APPELLANT,

vs.

BROOKS, NEELY & CO., APPELLEES.

SPECIFICATION OF ERRORS,

BY MRS. SCOTT.

1st. The court below erred in that it did not dismiss the bill generally, on the final hearing, on the ground of multifariousness.

2d. The court below erred in that it adjudged the Miller and the Leach Places, which were and are the property of the appellant, Mrs. Scott, to be subject to the debt of appellees against her husband, Geo. Y. Scott.

EDWARD MAYES,

For Lottie M. Scott.

LOTTIE M. SCOTT, APPELLANT,
vs.
BROOKS, NEELY & CO., APPELLEES.

BRIEF OF THE ARGUMENT.

1. The first point which the court is asked to consider, is one of pleading and practice. It is, that under the state of the pleadings in the case, it was error to render such a decree as the court made, under any state of the testimony, because of multifariousness.

The bill, as originally filed, was clearly multifarious, even under the rules laid down in *Brown v. Guarantee, &c., Co., 128 U. S. 403;* and it was demurred to on that ground by Mrs. Scott. The following analysis will show how objectionable it was: 1, 2, 3 and 4.—It assailed the purchases in her name of the Brazier, the Lee, the Campbell and the Sillers Places, from 1876 to 1880, on the ground that, while the legal title was in her, yet the equitable title, the possession, and the actual reception of rents, and the management, were all her husband's, and that they were therefore liable for his debts. 5.—It set forth the purchase, by Geo. Y. Scott, in his own name, of the Burch and McDonald Places, in 1881, and his failure to record the deed; charging that such failure was to defraud creditors and that *he* (not she) had pretended that said lands belonged to her. 6 and 7.—It assailed the purchase by her, in 1886, of the Miller and the Leach Places, on the grounds that he was then "hopelessly involved if not insolvent," and that the sales were really to him, and that the payments were made with his money, and were in fraud of complainants

who were his creditors. 8.—It assailed his purchase of a house and lot in Rosedale, in his own name, and the improvement thereof, at a time when he was "involved if not insolvent;" and charges that such purchase, as well as those of the Miller and Leach Places, and of the Burch and McDonald Places, and his failure to record the deed to the latter, "is a part of and they all are fraudulent devices to hinder and delay his creditors in the collection of their debts." 9.—It sets forth Geo. Y. Scott's ownership of 60 or 70 mules, together with a number of wagons and farming utensils, and claimed that they were his and subject to his debts. It prayed for an account; and that all conveyances to Mrs. Scott be declared in trust for her husband, and void as to complainants; and that the Burch and McDonald Places and the personalty be declared subject to their debt; and that all of the said property, or so much thereof as might be necessary, should be sold to pay the same; and, 10th, it prayed for a *personal judgment* over, against both defendants, or either.

Thus, it will be seen, that this bill proposed ten different transactions. It does not anywhere aver that they were in any way connected with each other, any further than that Geo. Y. Scott was the active agent in them. It is true that there is an averment that the purchases of the Miller and Leach Places, of the house and lot in Rosedale, and the Burch and McDonald Places (four out of the nine), were all made "is (as?) a part of and they all are fraudulent devices (*sic*) to hinder and delay his creditors." But even in this case, which does not touch six out of the ten subjects, the averment is not of any connection between the four; but being in the plural (devices, not device), it leaves them still different transactions, disconnected, except in so far as a common design is charged to have characterized them.

Distinctly separate and disconnected as the averments of the bill leave all of these ten *transactions* and claims,

there are no less than six different and disconnected *theories* advanced by it, as the basis of complainants' right to relief.

1. As to the Brazier, Lee, Campbell and Sillers Places, the theory is that of a trust as between the two defendants, available even to subsequent creditors as a mere matter of ownership; and, further, of equitable estoppel as to subsequent creditors, arising from apparent ownership.

2. As to the Burch and McDonald Places, the theory is that the failure of Geo. Y. Scott to record the deed to himself, was a fraudulent device to hinder and delay all creditors, present and subsequent.

3. As to the house and lot in Rosedale, the theory is the bald position that a man "hopelessly involved if not insolvent" has no right to use his money in the purchase of property, instead of in the payment of debts; not even in the purchase of visible property in his own name.

4. As to the Miller and Leach Places, it is the ordinary theory of a conveyance fraudulent as against existing creditors.

5. As to the personalty, the theory is a very simple one; that the mules, etc., are the debtor's property, and therefore subject to the payment of his debts.

6. As to the personal decree, no theory is expressly given. But, as to Mrs. Scott, it is inferable that the idea was that she was liable because the supplies were alleged to have been used on her places; undisclosed principal, etc.

Again: Although the bill alleges that Mrs. Scott held the title to six places, and therefore was connected with six of the transactions mooted, it makes no such allegation as to three others, viz: the Burch and McDonald Places, the house and lot in Rosedale, and the personalty. It does aver that Geo. Y. Scott had said that the Burch and Mc-

Donald Places were hers; but it does not allege that she said so, or authorized or knew of his statement. It does not even aver so much as that, in reference to the house and lot in Rosedale, or the personalty.

There was, therefore, no historical connection between the nine matters of fact averred; mere succession and resemblance do not constitute such connection. There was no unity in the theory or gravamen of the bill, as to those matters. There was no coincidence of the title or claim of the defendants.

To illustrate: Mrs. Scott was averred to be the owner of the Brazier Place; Geo. Y. Scott was averred to be the owner of the Burch and McDonald Places; but she, in that case was charged to be a trustee for him, and therefore in a sense for his creditors, or else estopped to set up such title as she held; while he, in this, was charged to be guilty of a fraudulent device in regard to his ownership of the Burch and McDonald Places by concealing his deed.

Again: Mrs. Scott was averred to be the owner of the Miller Place, while he was averred to be the owner of the house and lot in Rosedale; but, in that case, she was charged to be a fraudulent grantee because his money paid for the property; while, in this, he was charged to be guilty of a fraud on the rights of creditors in purchasing, even visible property, in his own name, instead of paying his debts.

Again: Mrs. Scott was averred to be the owner of the Leach Place, while he was averred to be the owner of 60 or 70 mules, &c.; but, in that case, she was charged to be a fraudulent grantee because his money paid for the property; while, in this, it was simply charged that as his property, the mules, etc., were subject to his debts.

For these reasons, the bill was demurred to by Mrs. Scott, and among other grounds, on that of multifarious-

ness. The complainants confessed the demurrer, and amended; the amendment being by interlineation, in colored ink, of the Original Bill. The amendment was as follows: That at the time of the purchase of the Brazier, the Lee, the Campbell and the Sillers Places, Geo. Y. Scott was insolvent, and said purchases were made in the name of his wife with the intent to hinder, delay and defraud his creditors then existing and future, and these complainants; that *all* of the conveyances set forth in the bill, and his concealment of the deed to the Burch and McDonald Places, are all parts of the same scheme to accumulate a large property in his wife's name to hinder, delay and defraud complainants and his other creditors, both existing and future; and that both he and his wife had claimed that the mules were hers.

Thus, a new aspect was given to the bill, the charge being of a sustained and ten-years-long conspiracy to defraud existing and future creditors, including complainants, in which the wife participated, and of which each and all of the many transactions mooted in the bill were parts. And thus was removed the objection to the Original Bill on the score of multifariousness; since all of the transactions were connected with each other and with both of the defendants, by *averments*. But when it came to the testimony and the final hearing, that was a different matter. The court decided against that theory of the case. It dismissed the bill as to the Brazier Place, the Lee Place, the Campbell Place, the Sillers Place, the house and lot in Rosedale, the mules and other personalty, and refused the prayer for a personal judgment (in this instance, but in it only, without prejudice). Thus, the whole theory of a sustained and progressive conspiracy, one and the same scheme to defraud, was denied by the court. From this decision the complainants took no appeal; the time for appeal is now more than out, and the matter is *res adjudicata* against them.

So then, there was no such scheme as was charged. As to those matters which the court below decided favorably to the complainants, and from which decision this appeal is taken; they were decided, in each instance, on their own merits, and without any reference from one to the other, and without any connection, evidential or legal. This is made manifest, not only from the decree itself, but also from the opinion. How distinct and disconnected are the two matters, will be further illustrated by the fact that in this very appeal the questions discussed for the two appellants are as entirely distinct and unrelated as if there were two cases.

Thus, then, this question is presented: Can the objection of multifariousness be avoided by making in the bill untrue averments connecting matters otherwise disconnected; averments, which, on the final hearing, the court judicially denies; and thus unite in one decree, unrelated matters? Whether so intended or not, would not such a practice be, in effect, a fraud on the jurisdiction of the court? Or, to put the question differently, can the court below properly render a decree which is of such character that if the bill had prayed for it in that shape and had alleged only such things as would otherwise suffice to obtain it, the bill would be multifarious? Analyze this decree. It disposes, on the one hand, of the Miller and Leach Places; and, on the other, of the Burch and McDonald Places. Of the former, Mrs. Scott is the owner; but she has no interest whatever in the latter. There is no community of title anywhere, their conveyances being through distinct lines, and neither defendant holding under the other. There is no common interest in the questions involved; in the former, it is one of a fraudulent conveyance; in the latter, of a fraudulent concealment of a deed. There is absolutely no nexus whatever; unless, indeed, the mere fact that complainants wish to subject them all to their debt against Scott should constitute one.

I submit, therefore, that when the court reached the conclusion that the averments incorporated in the bill by amendment, and which constituted the only nexus for all of these otherwise disconnected charges, were untrue in fact, it should have dismissed the whole bill. Under such circumstances, even had the defendant failed to take the objection of multifariousness, the court might do so *sua sponte*. 1 *Daniel Ch. Pl. and Pr., p.* 346, *and note* 6, *p.* 347; *Nelson v. Hill*, 5 *How. p.* 127. It is to be observed that the making of the objection by answer, after the amendment, would, in this instance, have done no good because of the peculiar character of the amendment itself. Being a charge of a ten-years-long conspiracy, it necessarily involved an investigation of the whole history on testimony, even had the answer been addressed only to the point of multifariousness. This is altogether a peculiar case on this branch, and must be determined by itself.

Should it be said that in Mississippi the objection of multifariousness is done away with by sec. 1886 of the Code of 1880, the answer is two-fold: 1st, the State statute does not apply to practice in the Federal Courts; and 2d, even in the State courts, it does not touch a case like this. *Columbus, &c., Co., v. Humphries*, 64 *Miss.* 259. This case is a very good one on the general question raised here.

This argument on the multifariousness of the case, proceeds upon the assumption that the case is otherwise good as to both branches of it. But I deny that it is in fact good on either branch, on the merits. And we will now proceed to consider it on that proposition.

MRS. SCOTT'S APPEAL ON THE GENERAL MERITS.

Second. As this branch of the case is a controversy over the alleged liability of a married woman's separate estate for the debts of her husband, on the ground of conveyances to her fraudulent as to them; it will be helpful

to take a preliminary view of the legislation, adjudications, and especially of the general policy, of this State in respect to those important questions. I shall be as brief as the matter will admit of.

Before any other State in the Union, Mississippi took a firm stand on the principle of securing to married women the enjoyment of their property free from the claims and debts of their husbands; and she has persisted in that policy, with increasing persistence, ever since the first movement in that direction. The act of Feb. 15, 1839, provides that "Any married woman may become seized or possessed of any property, real or personal, by direct bequest, demise, gift, purchase or distribution, in her own name, and as of her own property: *Provided*, The same does not come from her husband after coverture." The statute also enacted that thereafter when any woman possessed of property in slaves should marry; and when any woman during coverture should become entitled to, or possessed of slaves, by conveyance, gift, inheritance, distribution, or otherwise, her property in such slaves and their natural increase should continue to her notwithstanding her coverture, and that she should hold the same as her separate property exempt from any liability for the debts or contracts of the husband. But that the control and management of such slaves, and the receipt of the productions of their labor, should remain to the husband agreeably to the laws theretofore in force.

This statute was followed by that of Feb. 28, 1846, which repealed such part of the act of 1839 as retained the use and profits of the wife's slaves to the husband, and gave the same to her. It further provided that the rents and profits of the wife's real estate, whether acquired before or after marriage, should inure to her sole use; that when she should own a plantation and slaves, she might acquire and hold free from her husband's debts and contracts all such stock and implements as might be necessary for carry-

ing on the planting business; that all contracts made for the maintenance of the slaves, or for supplies for the plantation, whether made by the husband and wife jointly, or by either of them, should bind both and be enforcible out of the funds and income of the separate estate of the wife.

This statute, in turn, was followed and displaced by Arts. 23, 24 and 25, p. 335, 336, of the Revised Code of 1857, of which the substance is this: That every species of property, whether acquired before or during marriage, and the issues thereof, should be her separate estate, whether it accrue by will, descent, distribution, conveyance, recovery, or otherwise; and shall be exempt from the husband's debts, and not subject to be encumbered by him unless she join in the conveyance; that even then, no incumbrance for the husband's separate debt should bind the wife beyond her income; *provided*, that any deed from the husband to the wife for her use, should be void as against his existing creditors. That the wife might purchase property in her own name and separate right with her money or her income; and if the husband should purchase property in his own name with the money of the wife, he should hold only as her trustee; but such trust should be void as against his creditors who gave credit in consequence of his possession of such property; that the wife might hire, rent or lend her property and money, and any contract made by her or her husband for the management and maintenance of her plantation or slaves, should bind her estate; and any contract made by her, or her husband *with her consent*, for family necessaries and supplies, or for the betterment of her estate, should do the same.

The Revised Code of 1871, secs. 1778–1780, contained the same provisions, modified thus: 1. It having been decided by the Supreme Court that the former statutes did not secure them to her, the fruits of her personal service and of suits for damages to her person, were given to her; 2, the creditors of the husband as against whom his trus-

teeship for the wife of property purchased with her money, but in his name, was declared void, were restricted to such as had credited him *without notice;* 3, the wife was authorized to employ her separate estate in trade or business, as to which she might contract as a *feme sole.*[1]

Finally came secs. 1167–9 of the Revised Code of 1880, which are as follows:

"1167. The common law as to the disabilities of married women, and its effect on the rights of property of the wife, is totally abrogated, and marriage shall not be held to impose any disability or incapacity on a woman, as to the ownership, acquisition or disposition of property of any sort, or as to her capacity to make contracts, and do all acts in reference to property, which she could lawfully do if she was not married; but every woman not married, or hereafter to be married, shall have the same capacity to acquire, hold, manage, control, use, enjoy, and dispose of all property, real and personal, in possession or expectancy, and to make any contract in reference to it, and to bind herself personally, and to sue and be sued, with all the rights and liabilities incident thereto, as if she was not married.

"1168. Husband and wife may sue each other.

"1169. A married woman may dispose of her estate, real and personal, by last will and testament, in the same manner as if she was not married."

In brief, from the 1st of November, 1880, at which time the Code of that year became operative, the married woman was as completely independent of her husband, both in respect to property right and contractual capacity, as if she were a *feme sole.* This was, as has been shown, but the progressive development of a policy established forty years before. And in the new Constitution, adopted November 1st, 1890, it finds its fullest expression in sec. 94, whereby it is declared that

"The Legislature shall never create by law any distinction between the rights of men and women to acquire, own, enjoy, and dispose of property of all kinds, or their power to contract in reference thereto. Married women are hereby fully emancipated from all disability on account of coverture. But this shall not prevent the Legislature from regulating contracts between husband and wife; nor shall the Legislature be prevented from regulating the sale of homesteads."

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1 The foregoing statutes will be found as an appendix to this brief.

Of course, under these statutes, there were many adjudications of the Supreme Court. The attention of this court, however, will be called only to a few of such as are most germane to the case before it.

1. As to the husband's agency: He is not such by virtue of the marital relation, except so far as he is made so by statute; but he may become such by her consent.

Atwood v. Meredith, 37 *Miss.* 635.

2. As to the relation of debtor and creditor: The husband and wife may occupy toward each other distinct relations as respects property, and the husband may come under obligations of debt to the wife, as can a stranger. Nor is it material, where the funds and property of the wife have been appropriated by the husband, *whether it was with or without her consent, as in either event she would be entitled to reimbursement*, on the footing that she thereby became a creditor, which relation a court of equity would recognize.

Kaufman v. Whitney, 50 *Miss.* 103, 107, and cases cited therein.

Cf. Stickney v. Stickney, 131 *U. S.* 227.

3. Presumption of agreements between them injurious to her interests: Agreements between husband and wife in relation to her separate estate, and which are injurious to her and beneficial to him, will not be presumed; but, on the contrary, every reasonable intendment will be indulged to the contrary. Hence, the husband will be liable to account to the wife for both the principal and income of her estate, which he has applied to his own use during coverture, unless it appear affirmatively that the wife intended he should take it as a gift.

Allen v. Miles, 36 *Miss.* 640.

Burks v. Loggins, 39 *Miss.* 462.

4. Preference of the wife by the husband: Even an insolvent husband may prefer his wife, and convey to her

property to pay his debt to her, as against his existing creditors.

Mangum v. Finucane, 38 *Miss.* 354.
Rogers v. Mayer, 59 *Miss.* 524.
Cf. Bean v. Patterson, 122 *U. S.* 496.

5. Husband's right to give his wife the benefit of his services: He has the right so to do, and his creditors can not predicate a charge of fraud on it, because they have no legal claim thereto.

Hamilton v. Booth, 55 *Miss.* 60.
Buckley v. Dunn, 67 *Miss.* 710.

With this summary of the legal bearings of the case, we are now ready to examine it on the facts. The opinion of the court below, so far as it controls this appeal, is as follows:

"The next question to be considered and determined, is as to whether or not the lands purchased and paid for from Leach is liable for the payment of complainants' debt; and also the lands purchased from Miller subject to the lien for the unpaid purchase money. It is asserted by Mrs. Scott's counsel and by her in her answer, that the payments made by Geo. Y. Scott for these lands was made out of her means or in payment of a debt he owed her, and therefore that they are not subject to the payment of complainants' debt. The proof shows that the other lands purchased by Geo. Y. Scott, and the title to which were placed in his wife, cost in the aggregate the sum of $18,135. The proof is that the same lands are now worth about $50,000, an increase in value of $31,856. The proof further shows that these lands have been put under an unusual fine state of improvement, and, among other improvements, a gin and machinery worth $2000 was removed from the Frank and Reinach Place and placed on these lands. Geo. Y. Scott also paid the taxes. He stated to one of the complainants, after complainant was informed that Mrs. Scott claimed the land, that he paid no rent. From the extraordinary enhancement in the value of the land, it may reasonably be inferred that the improvements put upon the land with the taxes, equaled its fair rental value, making a fair allowance for the general appreciation in the value of the lands in that section of the country, so that I conclude that there was nothing due from Geo. Y. Scott to his wife at the time, and that the payment was made by him out of his own means, and that the taking of the title in the name of his wife can only be considered a gift as far as these

payments were made, and being insolvent at the time, and owing at that time all of the debt claimed by complainants, they have a lien on the Leach Place for the payment of their debt and on the Miller Place for the payment of their debt, subject to the payment of the deferred payments for which Mrs, Scott gave her notes."

The first passage of the foregoing paragraph which I shall notice, is that in which the court below said, "It is asserted by Mrs. Scott's counsel and by her in her answer that the payments made by Geo. Y Scott for these lands was made out of her means or in payment of a debt he owed her, and therefore that they are not subject to the payment of complainants' debt. The proof shows," etc.; the intimation being that such proposition is found *only* in the assertion of counsel and in the answer, and not in the testimony. We shall therefore see about that. The evidence is as follows:

Geo. Y. Scott, in his deposition, said, "the deferred payments on this place (*i.e.*, the Brazier Place) and the payments on all the other places belonging to my wife, Mrs. Lottie M. Scott, viz.: Lee Place, Sillers Place, Triumph Place, *Miller Place* and *Leach Place*, were made with the money I had of my wife's, her rents and money in my hands belonging to her father." Ans. 11, Trans. p. 133. Again: "When the Miller and Leach Places were purchased, in 1886, I was indebted to my wife to the amount of several thousand dollars, and, as before stated, I thought the best and safest investment for her was buying lands, as they were enhancing in value all the time; therefore I bought said Miller and Leach Places for her, and Mrs. Lottie M. Scott's money was used in the payment of said places, but there is a large amount still due on the Miller Place." Ans. 16, Tr. p. 134.

Mrs. Lottie M. Scott's Deposition says: "In 1886, the Leach and Miller Places were purchased for me, and the cash payments, amounting to $1250, were made with my money—that is, money due me—and from revenue from

rents on the Myer, Weiss & Co., Lee, and Sillers Places. The two purchases were made entirely with my money, and not with any view of hindering, delaying or defrauding any creditors of my husband, past or prospective. I know lands are enhancing in value in my county, and money could not be invested in a better or safer way; therefore I requested my husband to buy the Leach and Miller Places for me." Ans. 13, Tr. p. 141.

Arrayed against this explicit testimony, there is absolutely nothing, save the testimony of Leach and Peacock that in the transactions they negotiated with Scott and not with his wife. Tr. pp. 92–93. And there is nothing in that; for it is admitted that he was the purchasing agent in the matters.

Clearly, then, the court's intimation that there was no evidence in the case that the purchases were made with the means of Mrs. Scott, is incorrect. Now, then, on what is that evidence which is shown to be in the record, to be disregarded? We shall see. The court proceeds:

"The proof shows that the other lands purchased by Geo. Y. Scott, and the title to which were placed in his wife, cost in the aggregate the sum of $18,135. The proof is that the same lands are now worth about $50,000, an increase in value of $31,856. The proof further shows that these lands have been put under an unusual fine state of improvement, and, among other improvements, a gin and machinery worth $2000 was removed from the Frank & Reinach Place and placed on these lands. Geo. Y. Scott also paid the taxes. He stated to one of the complainants, after complainants were informed that Mrs. Scott claimed the land, that he paid no rent. From the extraordinary enhancement in the value of the land it may be reasonably inferred that the improvements put upon the land with the taxes equaled its fair rental value, making a fair allowance for the general appreciation of lands in that section of the country, so I conclude there was nothing due from Geo. Y. Scott to his wife," etc.

The defect in the reasoning of the court (and it is one which works the greatest injustice to the appellant) is this: Many of the witnesses in the case were examined on the question of the values of these lands. They gave their

estimates, and nearly all of them stated the data upon which those estimates were based. The court accepted their conclusions but rejected their premises. Taking the values given by the witnesses, the reasons assigned for these valuations were ignored, and others assigned by the court, which are, by the very opinion itself, confessed to be conjectural, and which can be demonstrated mathematically (if the evidence is to be used at all, instead of making a blind leap into the dark), to be incorrect. In order to show the fallacy of the decision, it will be necessary to follow a good deal of the testimony step by step.

1. We must ascertain the condition of the testimony as to the acreage of the lands owned by Mrs. Scott, for the reason that many of the witnesses base their estimates on acreage.

The deeds, filed as Exhibits A, B, C, and D, and the map, p. 120 of Transcript, show that the total acreage, cleared and uncleared, was as follows: Brazier Place, 336; Lee (or Clark) Place, and the Campbell Place, together, since many of the witnesses so speak of them, 703; and the Sillers Place, 120; in all, 1159 acres.

On those places, at least 816 acres were cleared and in cultivation *long before the Scotts acquired them.* This is clearly shown by the testimony of Geo. Brazier, farmer, Tr. 187–9. He shows that from 1866 to 1871 (the Scotts, it will be remembered, began to purchase in 1876), he living on the Brazier (or Myer, Weiss & Co.) Place, and that he knew the others well. He speaks of the Campbell and Clark Places as one, under the name of the Lee Place, saying that they were commonly so called. And he says, in answer to Cross-Int. 6, p. 188, that "on the Myer, Weiss & Co. (or Brazier), 336 acres; on the Lee, about 400; on the Sillers, about 80 acres in cultivation. *My estimate is made at the time I lived on the Brazier Place, about* 1870. There has been a great deal more land taken in and cleared

up on said places since that time. I am not able to say how much it was." (It will be seen presently).

At the time the testimony in the case was taken, there were on all of said places together, about 916 acres of cleared land, as against 816 in 1870. Of this, 336 acres were on the Brazier Place, 80 acres on the Sillers Place, and about 500 acres on the Lee Place (including the Campbell Place therein). See Depositions of Frank M. Scott, Tr. p. 160, Cross-Ans. 6; Walter Sillers, Tr. p. 175, Cross-Ans. 6; T. R. McGuire, Tr. p. 180, Cross-Ans. 6; B. C. Johnson, Tr. p. 183, Cross-Ans. 6; Chas. Scott, Tr. p. 203, Cross-Ans. 6.

So that, in the interim, about 100 acres of land had been brought into cultivation; but when or by whom, the record does not show.

2. Says the court, "The proof is that the same lands are now worth about $50,000 — an increase in value of $31,856." Let us now see what is that proof.

The complainants introduced a lot of testimony on the point of the value of these lands. It was as follows:

David Reinach says: "I believe the cleared land on 'Scotland' (under which name he included all of the places) to be worth $50 per acre, and the wood land about $7 per acre." Tr. 106, Ans. 3.

Now, since Mrs. Scott's places embraced about 1159 acres, of which 916 were cleared, this estimate figures out a total of $47,501. But observe the witness's *reasons* for this estimate: Were they because of "an unusual fine state of improvement," or because of an "extraordinary enhancement in the value of the land" as compared with "the general appreciation of lands in that section of the country," from which "it may be reasonably inferred that the improvements put upon the land, with the taxes, equaled its fair rental value?" This must be it, in order that the testimony shall harmonize with the court's opin-

ion. But no; in his 5th Ans., Tr. 107, the witness shows that his valuation is based on the simple proposition that the cleared lands will rent for $7 per acre per annum; and that so far from being extraordinary, he has lands of equal value adjoining, and of equal value for the same reason.

T. J. Bogue said: "The Sillers Place is worth about $3000, and will rent for $500 per annum. The Myer, Weiss & Co., or Brazier, Place, is worth about $13,500, and will rent for $1500 per annum. The Campbell Place is worth $3500 and will rent for $600 per annum. The Lee Place is worth about $6000, and will rent for $1000 per annum." Total estimate, $26,000, or one-half of the court's figure. Tr. 108, Ans. 3.

Chas. T. Christmas said: "My land is as valuable per acre as is 'Scotland.' My land is worth $30 per acre, and with additional house room will readily rent for $7 per acre. I mean my land is worth $30 per acre for cleared portion; the wood land is worth $8 per acre." The total estimate is, therefore, $29,424, or $20,576 below the court's figure. Tr. 110, Ans. 5.

E. T. Diver says: "I am the owner of and am planting a small tract of land adjoining 'Scotland.' My piece of land is not as valuable as 'Scotland' in proportion to acreage." Now why? because it is not so expensively and extraordinarily improved? That should be the answer, surely. But no: "It is as fertile, but it is not as well located. I think my land is worth about $20 per acre, and that part of it which is cleared will rent for $6 per acre." Tr. 113, Ans. 5.

F. A. Montgomery, the attorney of appellees, said: "I know the place known as the Scott place referred to, and the different subdivisions; knew them all before they were cleared, and have known them ever since. . . . I think a fair cash value for . . . the Sillers Place $35 dollars per acre—rental value, $480. Myer, Weiss & Co., or Brazier Place, on which is situated a steam gin, $35 per acre—rental value, $1500; Campbell Place $25 per acre—rental value, about $800; Lee Place $25 per acre—rental value, about $800." Tr. 114, Ans. 3. This estimate is $33.535, or $16,465 short of the court's figure.

These are all of the witnesses for the complainants who spoke on the valuation. Let us now pass to the witnesses for the appellants; and it will become manifest that from them the court below got his estimate of $50,000; and also that he ignored the reasons for that estimate.

Geo. Y. Scott said: "The aggregate value of my wife's plantations is $50,800, and the value of those owned by me is $18,000, and the fair annual

rents and profits of my wife's places are, *net*, at least $5000, and of mine $2000." Tr. 135, Ans. 25. Observe that Mr. Scott includes in that estimate the values of the Leach and Miller Places themselves, as will be manifested on reading the interrogatory 25, p. 124: "State, now, the aggregate value of all the places owned by your wife," etc. He does not give the value of the Leach and Miller Places separately; but they were certainly considered worth $8,500, as he gave that for them for his wife; so that at least that amount must be subtracted from his valuation of $50,800, to get his estimate for the places under consideration in the court's opinion.

Harry Adams said: "These lands are worth about $50 per acre for cleared lands. My value is based on same data as given in Ans. to Int. 5." Which are: "on the amount of cotton said lands will produce, and the amount of rent it brings and the location and fertility of the soil. I am tolerably familiar with land values in that locality." Tr. 156, Ans. 9 and 5. This is at $45,800, not including the 243 acres in woods.

F. M. Scott said: "The present fair market value of Mrs. Scott's places (in which he included the Leach and Miller Places) is $60,000. I base my valuation of said property on the annual rental value of the same, which after deducting taxes, &c., will pay 10 per cent. per annum on $60,000. The present annual rental value of said places is between $7000 and $8000 per annum. . . . Myer, Weiss & Co. Place is worth $16,000; Lee & Campbell, $25,000; Sillers, $4500." . . . "This land rents for from $7 to $8 per acre." Tr. 158–160, Ans. 9, 10, Cross-Ans. 6, 7. Total value, $45,500.

Wm. A. Yerger said: "The other plantations owned by Mr. Scott (*i.e.*, other than the Miller Place) contain about 1000 acres of open and cultivated land, worth about $50,000 in cash. These places rent for about 85 lbs. of lint cotton per acre. Said rents can be safely counted on every year. The tenants, with the exception of a few, buy their supplies from the place or party who controls and cultivates same, paying him a handsome profit, and the profit from this source and from the ginning and cottonseed bought and sold at a fair profit will average more than enough ordinarily to pay all expenses, leaving said rents as the average net income every year over and above all expenses. These plantations are all well improved, having thereon three steam gins (two in running condition), three dwelling houses, plenty of good cabins, good fences and pastures, with corn cribs, cotton houses, wells, and other conveniences, &c. In fact there are few properties in the Valley kept in better repair." Tr. 162, Ans. 9. "I would say about $1200 or $1500 per annum would be sufficient to keep up a place the size of this one." Tr. 164, Cross-Ans. 6 (including the Burch and McDonald Places, the witness means). It is plainly inferable from the testimony of this witness that many of the costly improvements were on the places when they were purchased, and were not erected by the Scotts; *e. g.*, three dwelling houses, when as Mrs. Scott shows, they never lived on the plantations at any time; the same number of steam gins, one being not now in use, etc.

J. W. Gill said: "These lands rent for from $7 to $8 per acre, and it is my understanding that there is about 1000 acres of land in said places in cultivation. . . . My valuation is based upon the same data given in valuing the Burch and McDonald Places. . . . From what I know of said lands I would say that $60 per acre for the cleared land would be a fair market value for same. I base my valuation on the annual rent, on the location of the lands, and on the improvements thereon." Tr. 165, 164, Ans. 10, 9, 5. Total estimate, $54,960, not including wood land.

E. H. Moore said: "I am familiar with land values in that locality . . . The lands in cultivation are worth $50 per acre. I base my valuation upon what I know of *other lands which compare favorably with these lands*, and in the same locality. The cleared lands will rent for $8 per acre." Tr. 166, Ans. 5, 9, 10. Total valuation, $45,800, exclusive of woods.

John A. Robertson said: "These places are worth about $50,000. I base my valuation on the rental value of said places. These places rent for from $5000 to $6000 per annum." Tr. 168, Ans. 9. This valuation also includes the Miller and Leach Places.

E. G. McCauley said: "Those lands are worth not less than $60 per acre. . . . My value is based on the following: That these lands are worth $7 or $8 per acre rent, are well improved, and well stocked with labor." Tr. 169, Ans. 9.

Fred Clark said: "I don't think that there is any present market value to land in this county, because lands cannot always be sold for cash at any price. . . . I think these places are worth about $68,000. My estimate is made in the same manner as the Burch and McDonald Places. . . . I base my valuation on the following facts viz.: First, the lands are high and in a thorough state of cultivation, with all the improvements necessary for a farm, and are well stocked with tenants; second, they are situated in one of the most desirable localities in the county, within easy reach of the river, and not damaged by sipe water; third, I regard the rental value to be at least $8 per acre, and believe a loan of $20 per acre can be negotiated on them. I am tolerably familiar with land values in that locality, and have had frequent occasions in the last two years to negotiate loans on improved lands in this county. . . . If I had money to invest I should be willing to pay for the Myer, Weiss & Co. Place $50 per acre; for the Sillers Place $65 per acre; for the Campbell Place $50 per acre; for the Lee Place $45 per acre," etc. Tr. 170–172, Ans. 5, 9, 5, Cross-Ans. 7. "I suppose that $1 an acre on the cleared land would cover the entire expense, including taxes, and to offset this the gin house ought to be made to pay a net profit of at least $1500." The estimate of $68,000 included the Miller and Leach Places.

Walter Sillers said: I value said places at between $55,000 and $60,000. My value is placed on the cleared lands, wood land not considered. My data is based on the locality, fertility of the soil, the rents, *and usual accepted values of said lands*, and the improvements. The present annual rental value

of said places is about $7000, which is about $7 per acre for said lands." Tr. 174, Ans. 9, 10. . . . There is . . . about 336 acres in the Myer, Weiss & Co., which rents for about 80 pounds of lint cotton, or $8 per acre; Sillers Place, 80 acres, that rents for about 80 pounds of lint cotton, or $8 per acre. The Lee Place has between 400 and 500 acres that rent out for about $7 per acre. The Campbell Place is embraced in the Lee Place, and this is the *usual and customary rent for lands well improved and situated in favorable localities as these lands are.*" (Nothing here about "extraordinary" values of any kind, nor, indeed, anywhere in all this testimony). "These lands are partly fenced with *ordinary* worm fence, and partly by slab and wire. They have the *ordinary* box cabin with shed room. On the Campbell Place there are several nice cottage houses, *which were put up by Mr. Campbell while I was agent of the place.* The place is well drained. I don't know how many of these houses have been put up since 1882, nor what the cost of improvements was. . . $500 ought to cover the necessary repairs of gin-houses, fences, cabins, and other improvements per annum, and half of this amount ought to be enough unless some serious breakage about the gin house. Good cypress cabins last (such as these) from ten to fifteen years, and I know from practical experience can be kept in repair at very little expense. It is customary to make outside ginning tolls pay all repairs of the gin. Tr. 175, Cross-Ans 6. The places are worth as follows taking cleared land" (not unusual improvements) "as the basis of valuation: The Myer, Weiss & Co. Place, about $16,000; the Sillers Place, about $4800; The Lee Place including Campbell, about between $20,000 and $25,000." Tr. 176, Cross-Ans. 8. Total valuation, $40,800 to $45,800.

T. R. McGuire said: "Myer, Weiss & Co. Place is worth about $16,600; Sillers Place, about $4000; Lee Place" (meaning Lee and Campbell), "about $22,500. . . . I base my opinion on the rental value, the location, and improvements on the places. . . . *The same kind of lands* in the neighborhood rent from $7.50 to $8 per acre." Tr. 180, 179, Cross-Ans. 7, Ans. 9, Cross-Ans. 6, *i. e.*, the *first* of that number. Total valuation, $43,100.

B. C. Johnson said: "The Myer, Weiss & Co. Place is worth $16,500; Sillers, $3500; Lee, including Campbell, $23,000. . . . Land rents for about $8 an acre in that locality. . . . This land rents for about $8 per acre. I am not prepared to state precisely as to improvements. $2000 is amply sufficient to defray the expenses of keeping up such a place as the 'Scotland' plantation" (meaning *all* the places of both Mr. and Mrs. Scott —see Ans. to Cross-Int. 4). "This includes taxes, manager's salary, and necessary repairs on fences, &c. . . . The valuation is based upon almost the same data as given in my Ans. No. 5. . . . I base my value upon the facts that the property is well located and improved and rents for at least $8 per acre, and, further," the enhancement in values since the purchase. Tr. 181–183, Cross-Ans. 7, 6, 6, Ans. 9, 5. Total valuation, $43,000.

T. S. Lawler said: "I would put the value on the places named as follows: . . . Sillers Place, about $5000; Lee" (meaning Lee and Campbell)

"Place, $21,000; Myer, Weiss & Co. Place, about $21,000. My valuation is based on the locality of the lands, the amount of rents they bring, and the high state of cultivation they are in. They rent for from $7.50 to $8.50 per acre; would amount to at least $6000 per annum. . . . I would consider that $500 or $600 would be ample to keep up a place like that" (meaning all of the places of Mr. and Mrs. Scott, except the Miller and Leach Places; see Cross-Int. 6, *second*) "unless a boiler bursted or some other unavoidable accident of that kind occurred." Tr. 186, 185, Cross-Ans. 7, Ans. 9, Cross-Ans. 6. Total valuation, $47,000.

George Brazier said: "I would say the places are worth as follows: Brazier, or Myer, Weiss & Co., at $16,800; Lee" (meaning Lee and Campbell) "Place at $20,000; Sillers Place at $3000. My valuation is based on what I would be willing to bid for said places. I base my value upon their location, the improvements, and the fertility of the soil, and on their rental income. I think those places rent every year for not less than $6500" (including Miller and Leach Places), "as they rent for from seven to eight dollars per acre and are at present well stocked with tenants. The *usual* land rent now is about eight dollars per acre in that neighborhood, and I have known it to rent as high as $10 for those particular lands." Tr. 187–9, Cross-Ans. 7, Ans. 9, 10, Cross-Ans. 6. "I would say that it would take at least $1000 to keep up a place the size of the Scott Place per annum," (meaning, again, all of the places of both parties, except the Miller and Leach Places.) Tr. 189, Cross-Ans. 6, *second*. Total valuation, $39,800.

Anna M. Baldwin said: "I think the Myer, Weiss & Co. Place worth about $16,800; the Sillers Place about $4000; the Lee" (meaning Lee and Campbell) "Place about $20,000. These lands rent for eighty pounds lint cotton, first picking, per acre. I base my valuation upon prices paid for such lands in this locality and upon their improvements and high rents received. The present annual rental value of those places is at least $5000" (including Miller and Burch Places). Tr. 191, 189, Cross-Ans. 7, 6, Ans. 9, 10. Total valuation, $40,800.

Godfrey Frank said: "I would say the places mentioned in Int. 7" (includes Miller and Leach Places) "are worth from $40,000 to $50,000. I base my valuation *on what other lands in the county sell and rent for.* The lands in the neighborhood rent for from $7 to $8 per acre. The gross valuation is based on what I know of the Burch and McDonald Places and what is said of the others." Tr. 193, 194, Ans. 9, 10, Cross-Ans. 7.

Oscar G. McGuire said: "I would estimate the value of the places mentioned in Int. 7" (which includes the Miller and Leach Places) "at between $50,000 and $60,000. My valuation is based on the annual rental value, which ought to be about $8500. . . . When I speak of the worth of these lands I estimate them by the annual *net* income they would bring with money rated at ten per cent. interest." Tr. 194, 196, Ans. 9, Cross-Ans. 7. "I don't know what taxes Mr. or Mrs. Scott paid for any years. I don't know

the cost of improvements, but the property, taken on the whole, is very well improved, better than most" (not *any*) "property in that neighborhood. . . . Judging from the expense of keeping mine up, I would suppose about $1500 or $2000 (i. e., the annual cost of keeping up a place the size of "Scotland," including the lands of Mr. Scott, but excluding the Miller and Leach Places), "but know nothing of the actual cost of keeping up the Scott Places or the taxes, as I have no interest in the matter." Tr. 196, Cross-Ans. 6, first and second.

Eldon C. Field said: "I would say that said lands are worth about the same amount as the Burch and McDonald Places per acre, and I base my valuation on the same data given in my answer No. 5. . . . See answer No. 6. . . . I would say said places are worth at least $50 an acre; my valuation is based on the facts that the places rent for $8 or $10 per acre, and are very easy to supply with labor, and are very nicely located and improved. . . . These lands rent for 80 to 85 pounds of lint cotton per acre, which would be $8 or $10 per acre, owing to the price of the cotton. Tr. 197, 198, Ans. 9, 10, 5, 6.

Charles Scott said: "The Myer, Weiss & Co. Place is worth $16,800; the Lee Place, about $20,000; the Sillers Place, about $4000. The Campbell Place is part of the Lee Place. . . . I base my valuation on their rental values in that locality, and my general knowledge of land values in Bolivar Co. Miss., . . . About $7000," (rental value, including Miller and Leach Places. Tr. 203, 200, Cross-Ans. 7, Ans. 9, 10). "I don't know what taxes were paid, nor do I know what improvements were made. The places have been well improved for years. . . . I own a place about the same size (perhaps 100 acres less cleared). The cost of keeping up same last year, together with taxes and three new cabins to take in new ground, was about $800. Had I not built the cabins it would have been about $500. I should judge the above a reasonable amount." Tr. 203, Cross-Ans. 6, 6, first and second. Total valuation, $40,800.

These are all of the witnesses in the case who speak on these points. They are twenty-four in number. Some of them are not exact in their figures; but in those cases the margin of uncertainty is not great. A summary of their testimony is as follows: They differ in their estimates so far as from Bogue's valuation of $26,000 to Clark's of $55,000. Of the twenty-four, only Yerger, Gill, McCauley, Clark, and *perhaps* O. G. McGuire (five at the most), estimate as high as $50,000; while Reinach, Adams, F. M. Scott, Moore, Lawler and Field (six in all), go between $45,000 and $50,000; Geo. Y. Scott, Robertson, Sillers, T.

R. McGuire, Johnson, Mrs. Baldwin and Charles Scott (seven in all), go between $40,000 and $45,000; Montgomery, Brazier, and *perhaps* Frank, go below $40,000; and two, Bogue and Christmas, go below $30,000.

The court therefore, in order to hold this purchase fraudulent, took the very highest estimates of all made. Would not the presumption of innocence, and the elementary rule that fraud must be proved and not presumed, have required a very different course?.

And although a valuation so high as $50,000 was made by only five out of twenty-four witnesses, in a question manifestly of opinion, the court adopted it as the basis for what was essentially a mathematical calculation; a calculation in which, with so uncertain a minuend, and still more uncertain subtrahend, is obtained the very definite and rather startling remainder of a proven fraud.

A striking fact of this showing is, that although the very attorney in the case for the complainants, who says that he knew the lands before they were cleared, and owned part of them once, in his sworn testimony, puts the value at only $33,535; yet the court adopts $50,000 as the certain basis of its calculation, and renders a decree thereupon! Surely there was enough of uncertainty about these valuations to cause a court of equity to hesitate about affixing the stigma of fraud, on a calculation made up of them and another term (the rents) treated by it as being wholly unknown.

Our own State Supreme Court has this to say about such elements, in the case of *Kaufman v. Whitney*, 50 *Miss.* 103, 109. *Mutatis mutandis*, its line of remark is very apposite here:

"Many witnesses were examined as to the value of the land, and, as common experience attests, differed in opinion. There is no proof of a fraudulent intent, unless the evil design may be inferred from circumstances. No fact is indicated from which such deduction can be made, except the alleged inade.

quacy in the price. It was not possible, at the time these transactions were occurring, to estimate the value of real estate with arithmetical certainty; it depended upon locality, fertility, improvements, and demand for that sort of property. The divergence in the estimates of the witnesses proves that. Some were of opinion that the land was worth less than $2500; others, about that sum; and others, more. It would be a rigid rule, on the question of fraud as to creditors, in the absence of testimony as to the evil intent, to go into a nice balancing of the conflicting opinions of witnesses as to value, and condemn the sale, on a mere preponderance, in favor of a higher price than that given. There must be such inadequacy as to beget the belief that the sale was a contrivance to evade creditors."

But the rule which our Supreme Court said would be a rigid one, is leniency itself as compared with the rule adopted in this case. The court below, "on the question of fraud as to creditors," did *not* "go into a nice balancing of the conflicting opinions of witnesses as to value, and condemn the sale," but, as has been shown, took the very highest estimates implicitly, to condemn it.

But this is not the only, nor yet the gravest, criticism of this branch of the opinion. The court adopts $50,000 for its valuation; but it drops out of view the principal basis of the estimates, assigned as such by *every* witness who was asked for his basis of valuation, and they were eighteen of the twenty-four. That basis was the earning capacity of the land—*its yield in rents.* Those witnesses, and several of the six others (all who spoke of the point) say that the lands will rent yearly for from $7 to $8 per acre for the cleared lands. There seems to be no difference on that point. Now, then, put down the court's proposition in figures. It is, in brief, that since the lands cost only $18,135, and are now worth about $50,000, thus showing an enhancement of $31,856—that even making due allowance for the general enhancement in value of all lands in the county, this particular increase is so extraordinary that it must have been caused by unusually fine improvements; and that such improvements and taxes must have absorbed the rents; and, therefore, that Scott did not owe his wife anything, etc.

I have shown elsewhere in this brief (see p. 5,) that Scott had of his wife's money (and of her father's which he used for her in these purchases, with the father's consent) the sum of $17,000.

Suppose we take the average of the proven rental values per acre, $7.50. There were 816 acres of cleared land from the beginning, as has been shown. Tr. p. 188, Brazier's Dep. Cross-Ans. 6. Therefore the rents for the years 1880, 1881, 1882, 1883, 1884 and 1885, must have aggregated at least $36,720, being $6120 for six years.

Also, there was Mrs. Scott's half of rents of Triumph Place for 1878–9 (opinion, Tr. 213), the remainder going to Mrs. Chas. Scott; rents $2000 per annum. Tr. 133, Ans. 12.

Also, there were Mrs. Scott's one-half of the rents of the Brazier Place for the years 1877, 1878 and 1879, the other half going to Mrs. Chas. Scott. On the same basis, there being 336 acres cleared, the amount would be $3780.

These figures are proven, not guessed at. Let us sum them up:

Amount of cash received by the wife, . . .	$17,000.00
Rents of 816 acres for six years, as above, . .	36,720.00
Rents of Triumph Place, half for two years, as above, ...	2,000.00
Half rents of Brazier Place for three years, as above, ...	3,780.00
Total, ...	$59,500.00

This statement, it will be observed, does not take into account any one of the following items:

1. The $1500 presented by Geo. Y. Scott to his wife in the first payment for the Brazier Place, December, 1876; a present which was perfectly lawful, and is unassailable by these complainants in any event.

2. The rents of the Sillers Place, while the same was the common property of the two ladies prior to 1880; and which rented for $600 per annum *net*. Tr. p. 133, Ans. 12.

3. The rents of the Clark, or Lee Place, while the same was the common property of the two ladies prior to 1880.

4. The rents of 100 acres shown to have been cleared since 1870 by some one; the actual cleared acreage being now 916 instead of 816 adopted above.

5. The earnings of the steam gin, which witness Fred. Clark says should be $1500 per annum. Tr. 172, Cross-Ans. 6.

These items were not used in the statement above, because, for differing reasons, the state of the evidence is such that they are not ascertained with the exactness necessary for mathematical expression; but it is manifest that they would largely increase the above total of $59,500.

Thus, it will be seen, that (aside from the five uncertain but manifestly important items just named) the moneys and rents received by Geo. Y. Scott of his wife's and for which he was accountable to her, exceeded by $9500 the entire value of the places as put by the court; and exceeded by $4000 the highest valuation made by any witness —that of $55,000 by Fred. Clark. Again, aside from the said five uncertain items, (which, however should be kept in view,) the remaining rents and profits shown to have been received by him were $42,500, or $10,644 *in excess* of that "extraordinary enhancement" which the court assumes (and as the basis of its decision) to have absorbed, with the taxes, *all* of such rents.

And where does come in the element of "general appreciation of value" of all lands in the county, conceded by the court as proper to be taken into consideration in accounting for this particular appreciation, put by the court

at $31,856? And what is a "fair allowance" for that general appreciation? The court admits that such allowance should be made, and its opinion claims to have made it. In fact, such a proposition is self-evident and undeniable. Remembering, now, that the court makes the estimated appreciation of $31,856, with the taxes, wipe out both that "allowance" and $42,500 of rents; the query next arises as to what was the nature of the appreciation? Was it a negative, instead of a positive, quantity? Mathematically, the result would indicate such to have been the case.

Moreover, what does the court know about the "general appreciation" of lands in the county? That is, what does it know with such definiteness as to enable it to make a comparison, and say that the increase of these lands has been "extraordinary"? Not extraordinary in the abstract, observe; but extraordinary as between these particular lands and the other lands of the county. For the opinion makes that very comparison in express terms, and decides this case on it. Accepting the court's valuation of $50,000 as the present value of these lands, and therefore the notion that from 1876–80 to 1886–7, they increased in a ratio of 50 to 18, or 3 to 1; what proof is there that all other well *located* (for the location is a material element) and fertile lands in that neighborhood, did not do the same thing, and do so with but a very subordinate reference to the improvements? There is absolutely no such proof; not a scintilla. There is not one word of *testimony* in the case that the appreciation of the Scott lands was out of proportion to that which was general in the neighborhood. Could the court know such fact, if a fact, judicially? To ask that question, is to answer it. If true, it must be proved.

But, in fact, the proof is directly the other way. It is impossible to read carefully the mass of testimony on these points without being convinced that the valuations fixed by the witnesses were mainly on the basis of the

general rental values in the neighborhood, and not on any idea that the Scott places were "extraordinarily" valuable. The evidence is crowded with expressions such as these:

"I have heard that lands *in that neighborhood* rent for from 80 to 85 lbs. of lint cotton per acre out of the first picking. . . . I have understood that land rents for 80 to 85 lbs. of lint cotton per acre in that locality. . . . *The same kind of lands* in the neighborhood rents from $7.50 to $8.00 per acre." T. R. McGuire, chancery clerk, Tr. 179, 180, Ans. 10, Cross-Ans. 6.

"Land rents for about $8.00 an acre in that locality. . . . This land rents for about $8.00 per acre." B. C. Johnson, surveyor, Tr. 183, Cross-Ans. 6.

"I think those places rent every year for not less than $6500, as they rent for from seven to eight dollars per acre, and are at present well stocked with tenants. . . . The *usual* land rent now is about eight dollars per acre *in that neighborhood.*" Brazier, planter, Tr. 187, 189, Ans. 10, Cross-Ans. 6.

"They rent for from seven to eight dollars per acre. I am familiar with land values in this neighborhood, as I am largely interested in lands in this county. . . . I base my valuation on what other lands in the county sell and rent for. . . . The lands in the neighborhood rent for from seven to eight dollars per acre." Frank, merchant, Tr. 192, 193, Ans. 5, 9, 10.

To a similar effect are the answers of: Adams, Ans. 5 and 9, p. 157; F. M. Scott, Ans. 5, p. 159; Yerger, Ans. 5, p. 162; Moore, Ans. 5, p. 166; Clark, Ans. 5, p. 170–1; Sillers, Ans. 5 and 9, p. 174; Mrs. Baldwin, Ans. 5 and 9, p. 189; O. G. McGuire, Ans. 5, p. 194; Chas. Scott, Ans. 5 and 9, pp. 199, 200.

And Reinach, a witness for complainants, said: "I am, with my partners, the owner of the 'Montgomery Place,' joining Scotland on the east, and also the Herndon Place and Ferrar Place, joining Scotland on the north. We also own other lands situated near Scotland, among them the J. V. Horn Place, joining Scotland. I also plant some of my lands. The 'Montgomery Place' is worth as much per acre as 'Scotland' is, and it is worth $50 per acre for the cleared land, and the wood land is worth $7 per acre. The cleared land on the Montgomery Place is about 130 acres, and will rent for $7 per acre per annum," etc. So

far, then, from the values of Scotland being extraordinarily enhanced by lavish improvements, here is a place next to it of which the values are stated in precisely the same figures.

Again, looking to the *testimony* in the case, what were those vast improvements and taxes which have consumed all of the $42,500 of proven rents, the manifestly considerable amount of rents and profits embraced in the five unfixed items above set out, and all the appreciation in value? It is shown that a gin-house, etc., worth $2000 was moved on to Mrs. Scott's lands from the Burch and McDonald Places; that at some time between 1870 and 1886—we will say after Mrs. Scott's purchase and by the Scotts—about 100 acres of land have been cleared; and, with these exceptions, the testimony does not show any other than good ordinary improvements. The 6th Cross-Int. of complainants (Tr. p. 150) was propounded to no less than twenty witnesses on this point. Their responses show that there was nothing extraordinary about the improvements. So far from it, that the attention of none of the witnesses, except Sillers, had been so directed to the improvements as to enable any of them to give a specific account in any particular. As they all knew the places, this would certainly not have been the case had the improvements been phenomenal as the court considers them to have been. A general idea that the place was well improved—rather better than common—is all that the testimony will convey on study of it. Several of the witnesses speak of a high state of cultivation, but that is a very different thing from a tremendous accumulation of costly improvements. Sillers is the only witness who specifies anything; and he shows that the most costly improvements were put on the part of which he speaks, before the Scotts purchased it; and he happens to know them because he was agent for that place at the time.

If this court will turn back to the testimony as repro-

duced herein, on pages 39-42, and read that of Sillers, T. R. McGuire, Johnson, Lawler, Brazier, O. G. McGuire, Field and Chas. Scott, they will see all the statements that even approximate exactness; and they will see, too, very little in it all to justify a decision that somewhere near $60,000 must have been spent in improvements in about nine years on a place of 900 cleared acres.

In that testimony, also, the court will find, as it will find in the evidence of the remaining witnesses for the appellant, ample *positive* proof that the court erred greatly; for they say that the sum of $2000 per annum should pay all of the expenses, not only of the places of Mrs. Scott, but also of those of Mr. Scott, including taxes, usual improvements, repairs, etc. Some of the witnesses, indeed, go far below that estimate. And their testimony proves the correctness of Mr. Scott's very clear and explicit statement on this vital point in the view of the court. He said, in Ans. 12, p. 133, "I had paid $12,000 of my wife's and $7000 of her father's, and the *net* rents and profits of the Myer, Weiss & Co. Place was at least $2500 per year; that of the Sillers Place $600; that of the Triumph Place $2000; that of the Lee Place $2000; that of the Miller Place $1000," etc. Also, the 25th Ans. p. 135, where he said "the fair annual rents and profits of my wife's places are, *net*, at least $5000." See, also, Mrs. Scott's evidence, 9th Cross-Ans. p. 143, where she said "I have lived ever since I was a child in Bolivar county, and of my own knowledge know the value on my plantations and what such land rents for, and my rents should be at least $5000 per annum, net."

Now, in the light of all this testimony and of all the fair inferences in the case, consider the very radical position taken by the court. The payment made for the Leach Place in January, 1886, was $500; that made in cash, in the same month, for the Miller Place, was $1500: total outlay, $2000. The court holds the purchase a fraud against the creditors of Scott on the ground, expressly put, that

there was *no* net income whatever; not, during all the nine years of the ownership, as much as $2000; not even an average of $223 per annum.

I respectfully submit that the decision is not only unsustained by the testimony, but also that it is directly against the evidence; and that it should be reversed, and the bill dismissed here, as to Mrs. Scott.

As to the statement, seemingly emphasized by the court, that Geo. Y. Scott stated to Mr. Neely, that he paid no rent to his wife, I fail to see the significance of the fact, except as a *confirmation* of the appellant's position. He was not Mrs. Scott's *tenant*, but her agent—so expressly declared by the court to be in the very opinion itself. Tr. p. 213, 5th line from bottom. So being, why should he pay rents?

There is no *moral* claim against Mrs. Scott or her estate here. Not only do complainants fail to show that their debt is for supplies which inured to her benefit, but also the testimony shows just the reverse—that complainants have received large assets of hers in payment of their claim against her husband, when the consideration of that claim did not move to her. See the following testimony:

Geo. Y. Scott said, "Most of the supplies for my wife's plantations were bought in St. Louis. My brother, Charles Scott, made arrangements for most of them." Tr. p. 139, Cross-Ans. 26. And again, "Most of the cotton shipped to complainants was raised on Mrs. L. M. Scott's plantations." Tr. p. 139, Cross-Ans. 25.

J. A. Robertson, witness for complainants, said: "For the first two years, 1884 and 1885, the principal part of the supplies were bought from Flanigan & Co., of St. Louis, Mo.; for 1886, they were bought from different parties." Tr. p. 80, Ans. 10. Now, Exhibit G, (Tr. p. 27,) shows that complainants' last debit to Scott was on 6th July, 1885.

The simple fact is that complainants, after receiving, at the least, $20,000 of Mrs. Scott's crops in payment of her husband's general account, based on jail-supplies, trading-supplies, cotton-purchases, sheriff's-settlements, etc., as is shown by the proof, wish to make her pay the rest of it. They do not show that she ever engaged to do so, or that she ever misled them, or got the value from them, or secreted her titles. There is no justice in their demands.

EDWARD MAYES,
For Lottie M. Scott.

GEO. Y. SCOTT, APPELLANT,

vs.

BROOKS, NEELY & CO., APPELLEES.

SPECIFICATION OF ERRORS,

BY GEO. Y. SCOTT.

1st. The court below erred in that it did not dismiss the bill generally, on the final hearing, on the ground of multifariousness.

2d. The court below erred in that it adjudged the McDonald and Burch Places to be subject, *in this proceeding*, to the debt of complainants, and that complainants have a lien thereon for the payment of said debt from the date of the filing of this bill.

3d. The court below erred in that it did not dismiss the bill as to the appellant, on the final hearing, for want of equity.

EDWARD MAYES,

For Geo. Y. Scott.

GEO. Y. SCOTT, APPELLANT,

vs.

BROOKS, NEELY & CO., APPELLEES.

BRIEF OF THE ARGUMENT.

First. As to the point on multifariousness, the court is respectfully referred to the presentation of it in the portion of this brief preceding, for Mrs. Lottie M. Scott. The same is hereby adopted, to save repetition.

Secondly. As to the second and third points of error, the following is the position of the appellant. The court's opinion below, runs thus:

"The difficult question as to the liability of this tract of land to the payment of the debt due complainants, subject to the prior liens, grows out of the withholding of the deed from record, and his declaration that he owned no property worth naming, and that it was enclosed with Mrs. Scott's lands and all treated in its management as one plantation, the gin and machinery being by him moved off of this land and placed upon her land, and the further fact that when Montgomery, the attorney for complainants, for the purpose of learning whether or not this land belonged to Geo. Y. Scott and liable for complainants' debt, inquired of Reinach as to whom the deed was made, Reinach declined to answer, though he stated the terms of the contract. The only conclusion that can be drawn from his refusal to inform Montgomery as to whom the title was made is, that he had been requested by Geo. Y. Scott not to disclose this fact.

"That it was generally understood, outside of the family connection and those in the employment of Geo. Y. Scott, that this tract of land with the other lands—included in the 'Scotland' plantation is shown by the fact that E. H. Moore, an attorney who had a judgment against Geo. Y. Scott and who lives in the county, was led to believe that the title was in Mrs. Scott, and did not, for that reason, levy upon it. This land was purchased and the deed made in December, 1881. From the fact that Mr. Scott is a lawyer and business man, it is strange that he did not without some purpose have his deed acknowledged or proven and put upon record. Considering all these

circumstances together, I am satisfied that the effect of failing to place the deed on record was calculated to and did hinder and delay the creditors of Geo. Y. Scott from collecting their debts, and applying the rule that parties must be presumed to intend the result of their own acts—acts of omission as well as commission—unless satisfactorily explained, I am brought to the conclusion that under Sections 1483 and 1485, complainants obtained a lien upon this tract of land from the time they filed their bill, subject to the payment of the unpaid purchase money thereon."

Such are the grounds of the decision below complained of by this appellant, Geo. Y. Scott. Let us first consider the court's reasoning, on the facts of the case. In this consideration, it will be more logical and clear not to examine those alleged facts in the order in which the court has enumerated them in the passage quoted above; but they will all be examined in a more natural connection.

"Considering all these circumstances together," says the court, "I am satisfied," etc. What are the circumstances considered? How will they bear the test of scrutiny? Let us see:

First. "That it was *generally* understood outside of the family connection and those in the employment of Geo. Y. Scott, that this tract of land with the other lands (was?) included in the Scotland plantation is shown by the fact that E. H. Moore, an attorney who had a judgment against Geo. Y. Scott, and who lives in the county, was led to believe that the title was in Mrs. Scott and did not, for that reason, levy upon it."

This, then, is a question of general reputation. Can it be explained by any rule of logic, how a general reputation can be "shown by the fact" that *one* man had a certain impression created on his mind? Inductive reasoning, or the process of reasoning from particulars to the general, from the individual to the universal, is an accepted logical process; but it is believed that no logician was ever so daring as to maintain for it that by it the general could be established from one particular, or the universal from one

individual. Yet, that is exactly what the court undertakes to do in this opinion.

But this is not the only criticism to be made on this passage, nor is it the most important. How about the particular, or individual, case itself, from which the court makes this induction? Is the case a fact, or is it a figment? It can be demonstrated that it is a figment. The court says that Moore "was led to believe that the title was in Mrs. Scott," etc. How *led* to believe that? by the "general understanding outside of the family," etc.? Such is the clear suggestion of the passage. It cannot mean anything else that is sensible. Yet Mr. Moore says himself, explicitly, in his answer to Int. 11 (Tr. p. 166), "I *never* heard *any* one make *any* declaration concerning the ownership of said places." And the interrogatory so answered is this: "Since the purchase of the Burch and McDonald Places by Geo. Y. Scott, and prior to the 27th day of March, 1886, state who has claimed in and through that community to be the owner of the two places, if you know." Tr. p. 146.

The witness does state, in his answer to the 5th Cross-Int. (Tr. p. 167), "I *believe* it was generally understood from Geo. Y. Scott's statements made within the time named," (1st January, 1885, to 27th March, 1886,) "that his wife owned the real estate and not liable for his debts, *but I do not remember to have heard anything specifically said about the ownership of the Burch and McDonald Places*, nor anything about the ownership of the personal property." But the witness is here, first, giving what is avowedly a mere opinion; and, secondly, he is in fact answering as to the *whole property*, Cross-Int. 5 being preceded by Cross-Int. 4 as to the property as a whole, and being in close prosecution of that question in that form. What the witness, taking this answer in connection with the 11th Answer already quoted, and both in connection with both of the Cross-Interrogatories (in other words, taking his testimony on this point as a whole), evidently means, is

that at the period named, it was generally understood (and correctly so) that Mrs. Scott owned the lands specifically inquired about, but that he could not say that it was so understood as to the Burch and McDonald Places. Cross-Ints. 4 and 5 must be read together before the answer to Cross-Int. 5 can be properly understood. And it must be observed, in this connection, that Mr. Moore ends his answer to Cross-Int. 4, in which he was also speaking of *all* the lands as one ("Scotland," as he calls it), by remarking that "It sometimes was spoken of as Geo. Y. Scott's plantation." Thus, again showing expressly that, so far as he knew any report, it was that all the lands were not Mrs. Scott's, but Geo. Y. Scott's. A direct second contradiction of the theory of the opinion of the court as to himself.

And yet the court, in the face of the positive declaration of the witness, that he never heard, even one statement in regard to the matter, argues from his alleged belief a proposition of general reputation!

Again: The court says that Moore was "led to *believe* that the title was in Mrs. Scott," etc. Whether led or not, did he so believe? There is not one particle of testimony that he was under any such impression. He does not say that he was, nor intimate that he was. He does say, in his answer to Cross-Int. 44 (Tr. p. 168), that before bringing a certain suit against Scott, he examined the records with a view of ascertaining the title to those lands, and found no deed to either Scott or his wife. But he does not even intimate that such fact caused him to believe that the lands were Mrs. Scott's. Why should it? Why believe from that fact that they were hers any more than to believe that they were his? If any inference were drawn, the logical one would be that they were not the lands of either. But, in fact, Mr. Moore was a member of the law firm of Moore & Clark, and was making his examination of the record in the prosecution of his business as

such member. Tr. 167, Ans. Cross-Int. 42. Mr. Fred. Clark, his partner at the time, also testified in this cause; and he says that he knew of his own knowledge at that time, and even before the purchase, that Scott was and would be the purchaser. Tr. 171, 172, Ans. to Ints. 11 and 12, Ans. Cross-Int. 1. Obviously, Moore was doing just what he says he was doing; no less and no more—examining into the condition of the recorded title.

Again: The court says that Moore was led to believe that the title was in Mrs. Scott, "and did not *for that reason* levy upon it." (the land). Let us see about that—from the testimony. In the first place, the judgment controlled by Moore was not rendered until the December term, 1886, at least nine months *after* this bill was filed, and filed in the same court, and some time after these answers were filed here. Thus, the filing of this bill is sought to be supported by *res inter alios acta* nine months and more afterward, and after a record statement of the facts had been made by appellants. And, secondly, Mr. Moore himself says that "*we*" (that is, the firm) directed the execution "to be returned *nulla bona*." Why? Because, as the court says, he had been led to believe the title to the Burch and McDonald Places to be in Mrs. Scott? No; but because "*we knew of no property out of which the money could be made.*" Mr. Moore speaks for Mr. Clark here as well as for himself; yet Mr. Clark says, as already shown, that he knew personally that the places were the property of Geo. Y. Scott, and had always known it. He says, furthermore, in his deposition, (Tr. 173, Ans. to Cross-Int. 42,) and speaking of this very transaction, "We also brought suit in the Federal Court on a claim for Gordon Bros. & Co., amounting to about $4000 or $5000, against Geo. Y. Scott . . . upon which we thought after a careful investigation, that the property of Mrs. Lottie M. Scott could in no wise be made liable, but which we expected to realize upon by execution and sale of the Burch and McDonald Places. Judgment

was obtained in the Federal Court in December, 1886, and duly enrolled upon the records of this county. No execution has yet been issued *because of the fact that prior to the rendition of the judgment the most of the lands had been mortgaged for a larger sum of money, and the entire tract was, besides, subject to a vendor's lien of about $8000.*" Both Clark and Moore probably knew, moreover, of the pendency of this bill, and the additional cloud it cast on Scott's title. Here, then, is a square issue of fact between the court and the counsel in the case, as to the *reasons* which caused them to abstain from selling the Burch and McDonald Places by their execution. His Honor below assumed that they were deterred by a general understanding that the lands in question were the property of Mrs. Scott; counsel themselves say, not so. This court must decide between them.

On such processes of reasoning, the court below also limits (that is to say, discredits) the unbroken testimony of every witness in the cause, who speaks on this point of the general reputation; and they are seventeen in number. Those witnesses are as follows:

1. Geo. Y. Scott. Said he: "I took immediate possession of said McDonald and Burch Places, and have been in open, notorious, and adverse possession ever since the purchase. I never kept the fact that the titles to these two places were in me a secret; on the contrary, I told every one when the matter was spoken of that I was the owner of the said McDonald and Burch Places. I never told any one that my wife owned or had any interest in said McDonald and Burch Places, and I know she never claimed any title thereto or had any interest therein, until after this suit was brought and she set up a resulting trust in her answer." Tr. 133, Ans. 14.

2. Mrs. Lottie M. Scott. Said she: "My husband has been in possession of the McDonald and Burch Places . . . ever since their purchase, and the title thereto (was?) in him. It was never kept secret, and I have heard him repeatedly tell a great many persons that he was the owner of these places. The deed was made to him, and I have never claimed them, or told any one that I was the owner of them or had any interest in them until after this suit was brought. . . . I never at any time claimed any title to said McDonald and Burch Places or any interest in them, except such claim as is made in my answer in this cause, and this claim was made by my solicitor

without any specific instruction to do so, but only, so far as I know, as a legal deduction by him from the facts in the case." Tr. 141, 11th and 12th Ans.

3. Frank Scott. He said: "Geo. Y. Scott has claimed to be the owner of the Burch and McDonald Places since his purchase of them from Frank & Reinach, which was long prior to the 27th day of March, 1886. This was generally known through the community in which Mr. Scott lived. It was generally understood in Bolivar county and in the neighborhood in which Mr. Scott lived, from the time of the purchase of the Burch and McDonald Places from Frank & Reinach until and after the 27th of March, 1886, that he, Geo. Y. Scott, was the owner of said places. . . . I derive my information from Geo. Y. Scott, from general report in the county, and from having seen and read the deed from Frank & Reinach to Geo. Y. Scott." Tr. 159, 160, Ans. 11 and 12, Cross-Ans. 1.

4. Wm. A. Yerger. He said: "Since the purchase of the Burch and McDonald Places by Geo. Y. Scott I have myself personally known them to be claimed by him, and believe it was generally known throughout the community, as the purchase was a good deal talked about in regard to the price, &c., and frankly believed that every one living in the community and near it knew that they were bought and claimed by Geo. Y. Scott. And I also believe it was generally known in the county that he was the owner of the Burch and McDonald Places from the time of the purchase, as it was no secret. . . . It is generally understood throughout this community, and known immediately after the purchase, that Geo. Y. Scott purchased same from Messrs. Frank & Reinach, that is, the McDonald and Burch Places, and was the individual owner. This matter I have heard discussed prior to March 27, 1886, at several different places, and was asked if such was the case, *as* I answered yes." Tr. 162, 163, Ans. 11 and 12, Cross-Ans. 1.

5. J. W. Gill, merchant. Said he: "I have always heard them spoken of as the Scott Places. I have been told that the Burch and McDonald Places belonged to him, Geo. Y. Scott. . . . I heard it from him." Tr. 165, Ans. 11 and 12, Cross-Ans. 1.

6. J. A. Robertson, merchant. Said he, in answer to the 11th Int.: "Geo. Y. Scott." Also, "I have always understood, and it was so understood in the neighborhood, that the Burch and McDonald Places belonged to Geo. Y. Scott, and that the other places were owned by Mrs. Scott." Tr. 168, Ans. 12.

7. Fred Clark, lawyer. He said: "I think Mr. Geo. Y. Scott has claimed to own these two places, and I know they were purchased in his name." Tr. 171, Ans. 11.

8. Walter Sillers, lawyer. Said he: "Geo. Y. Scott has always claimed to be the owner thereof. It was generally known and understood that those places belonged to Geo. Y. Scott." Tr. 174, Ans. 11 and 12. And in answer to the Cross-Int. 1, as to the source of his information, he said, "From general report." Tr. 175.

9. T. R. McGuire, chancery clerk. Said he, in answer to Int. 11: "Geo. Y. Scott." Also, "Every one that I heard speak of the places always spoke of them as belonging to Geo. Y. Scott. . . . I derived my first information from D. Reinach, of the firm of Frank & Reinach, and Geo. Y. Scott, and I heard different other persons afterward speak of it." Tr. 179, 180, Ans. 12, Cross-Ans. 1.

10. Ben C. Johnson, civil engineer and surveyor. He said: "Geo. Y. Scott has always claimed said places. It was always understood that Geo. Y. Scott owned said places. . . . I derive my information from him and from general report." Tr. 182, Ans. 11, 12, Cross-Ans. 1.

11. T. S. Lawler, deputy sheriff. He said in answer to Int. 11: "Geo. Y. Scott." Also, "It was general understanding throughout the neighborhood that Geo. Y. Scott was the owner of the said Burch and McDonald Places from the time of their purchase until the 27th of March, 1886. . . . I never had occasion to examine the records, but have heard from him, and it was the general report that he was the owner of said lands, viz., Burch and McDonald Places." Tr. 185, 186, Ans. 11, 12, Cross-Ans. 1.

12. George Brazier, farmer. He said in answer to the 11th Int.: "Geo. Y. Scott." Also, "I know the places were purchased by Geo. Y. Scott and owned by him, and it was the general impression that he did own said places." Tr. 187. And in response to a question as to the source of his information, he said: "From him and from David Reinach and the general report." Tr. 188, Cross-Ans. 1.

13. Anna M. Baldwin. She said: "I know that Geo. Y. Scott has always claimed to be the owner of the Burch and McDonald Places since he purchased them in 1881. We frequently discussed this property and its value with nearly every one in the neighborhood; also as to the ownership, and every one seemed to know that the title was in Geo. Y. Scott, from the time of the purchase to the present time. I have heard him tell a great many persons that he was the owner, and he never tried to conceal it from anyone. . . . Geo. Y. Scott told me often and I have heard him tell others that he was the owner of the Burch and McDonald Places in Bolivar county prior to the 27th day of March, 1886; in fact, it was generally known." Tr. 190, 191, Ans. 11, 12, Cross-Ans. 1.

14. Godfrey Frank, merchant. Said he: "Geo. Y. Scott has claimed at all times since the purchase of said places and prior to said 27th of March, 1886, to be the owner of said places. It was generally understood that Geo. Y. Scott was the owner thereof." Tr. 193, Ans. 11, 12.

15. O. G. McGuire, lawyer. He said in answer to Int. 11: "Geo. Y. Scott." Also, "I heard the grantor say he sold them to Geo. Y. Scott. In speaking of the price obtained for said lands, which was about $60 per acre for the cleared lands, I heard Geo. Y. Scott say he had bought them, and heard the trade spoken of by others. . . . I derive my information from con-

versations with Geo. Y. Scott and David Reinach, and from general rumor in the county. I have never examined the records." Tr. 194,196, Ans. 12, Cross-Ans. 1.

16. E. C. Field, farmer. He said in answer to Int. 11: "Geo. Y. Scott." Also, "It was generally understood that they were owned by Geo. Y. Scott. . . . I derived it from D. Reinach, a member of the firm of Frank & Reinach, and from general report." Tr. 198, Ans. 12, Cross-Ans. 1.

17. Charles Scott, lawyer. Said he: "Geo. Y. Scott alone has claimed them, and this was well known throughout the community. Yes; I know. It was well and generally known and understood that Geo. Y. Scott was the owner in his own right and name, and I never heard of anything to the contrary being understood until complainants brought this suit and so allege, I believe, in their bill. The purchase when made was considerably talked about, as the price at that time was considered by most persons as a high price for lands here." . . . "From him, from his vendors, from his wife, and from general report and my own knowledge." Tr. 200, 203, Ans. 11, 12, Cross-Ans. 1.

Now, the court says that the episode of Mr. Moore, as interpreted by the court (but erroneously, as has been shown), shows that it was "generally understood *outside* of the family connections and those in the employment of Geo. Y. Scott" that this tract of land was Mrs. Scott's. But all of the foregoing witnesses say that it was not so generally understood; but, on the contrary, that it was understood, not by the employees and family as the court puts it, but *generally*, that the lands were Geo. Y. Scott's. The fact is manifest that on this point the court disregarded the unchallenged and numerous testimony, and glossed over the fact by an assumption that the witnesses were speaking of their own personal understanding, and that they were nothing but the family and employees of the appellant. There, on the one hand, is the testimony to speak for itself as to the scope of its meaning; and human testimony could not be clearer. On the other hand, as to their personal relations to the appellant, the fact is, as shown by their own depositions, that of them the following are not in any way connected with either of the appellants, by consanguinity, affinity, or employment: Mr. Gill, merchant; T. R. McGuire, chancery clerk; Mr. Johnson, sur-

veyor and engineer; Mr. Brazier, planter; Mr. Frank, merchant; O. G. McGuire, lawyer; Mr. Field, planter. Seven of them in all. Surely they are enough to corroborate the ten others. If not, then we must invoke the witnesses for the appellees, who also, so far as they speak on this point at all, are unbroken in their opposition to the view taken by the court on this point. Reinach, Bogue, Christmas and Bloodworth, all say, in brief, that they thought, and, so far as they know, it was generally thought that *all* of the lands (Mrs. Scott's and Geo. Y. Scott's) belonged, not to *Mrs.* Scott as the court says, but to Geo. Y. Scott (Tr. 107, 109, 110, 111). The witnesses of appellees, therefore, while they vary from the witnesses for the appellant, in one particular, are actually, in that particular, further away from the position of the court. Both sets agree in having understood Geo. Y. Scott to be the owner of these places. Appellants' witnesses knew, and were aware of a general understanding, that Mrs. Scott owned other lands than these; but none of them, on either side, supposed her to own the Burch and McDonald Places. That is the court's solitary position. And in that position the court is even contradicted by the very bill itself; for it says emphatically (Tr. 7, line 2), "they charge *that they gave him credit upon the faith of his open possession of all the property hereinbefore described, and his open management of said property as his own*," *&c.*

Secondly. The next of the "circumstances" relied on by the court, and which must be noticed in this argument, is this: "The *withholding* of the deed from record. . . . . This land was purchased and the deed made in December, 1881. From the fact that Mr. Scott is a lawyer and a business man, it is strange that he did not without some purpose have his deed acknowledged or proven and put upon record." The first point on this passage, is the intimation of the court that Scott abstained, and for a purpose, from having the deed *acknowledged* or *proven*. This, indeed,

would have been a singular fact, if true—that a lawyer should accept a deed not in a state to admit of its recording. But there is not a word of testimony in the case that such was the fact; not an intimation in any portion of the evidence, not a hint in the bill. Appellees had Reinach on the stand as their witness; they asked him about this very deed (Tr. 103, Ints. 8 and 9); but not a question as to any such defective execution. Appellees also cross-examined Frank, the other grantor, and they put no such question to him. The whole statement is a "vain imagination," and only serves to show that the opinion of the court was prepared with but little reference to the evidence.

The second point here is the statement of the court that Scott *withheld* this deed from record: meaning, of course, that it was willfully and designedly done. There is not, either, one scintilla of such evidence in the case. It is a pure assumption: but not only that: it is directly in conflict with all the testimony on the point in the cause. 1. Mr. Scott says, clearly and definitely, "My failure to record said deed was simply a matter of inadvertence or forgetfulness on my part" (Tr. 133, Ans. 13). 2. The testimony is overwhelming that at that time, and for over a year afterward, Scott had no motive to suppress the deed, since at the time of the purchase he was perfectly solvent (Tr., Scott's Dep., Ans. 13, p. 133; Field's Dep., Ans. 23, p. 198; C. Scott's Dep., Ans. 23, p. 201). 3. We have shown that he immediately took possession of the place according to his deed; that his possession was open and notorious; that his ownership was matter of common report throughout the county, the purchase being at the time somewhat a sensational one. Indeed we have shown by the very witnesses of the appellees that every one knew Geo. Y. Scott to be the owner of the Burch and McDonald Places; and according to those witnesses, that the only erroneous impression under which any one labored in all this question of ownership was in regard to *Mrs.* Scott's

title to the Brazier, the Lee, and other places; her deeds being at the same time of record. What idiotcy it would have been, under those circumstances, to have withheld the deed from record with a view to defraud creditors! 4. We have shown by numerous witnesses, that on all proper occasions, Geo. Y. Scott himself freely told any and everybody that he was the owner. On this point, the court will please refer to the testimony as set forth in this brief on pages 59–62. The answers of Scott, Mrs. Scott, Frank Scott, Yerger, Gill, Clark, Sillers, T. R. McGuire, Johnson, Lawler, Brazier, Mrs. Baldwin, Frank, O. G. McGuire, Field, and Chas. Scott,—all show this clearly. So that, not only was there the open and notorious *possession*, but also the open and common *claim of ownership;* incontrovertible facts wholly inconsistent with the idea that Scott was withholding his deed from record with a view to conceal his ownership. And finally, the very bill itself says (Tr. p. 7, line 2), that *complainants* understood him to be the owner, and gave him credit on that understanding.

Thirdly. Against this overwhelming array of facts, on what other "circumstances" does the court rely in justification of its decision? On this: "The further fact that when Montgomery, the attorney for complainants, for the purpose of learning whether or not this land belonged to Geo. Y. Scott and liable for complainants' debt, inquired of Reinach as to whom the deed was made, Reinach declined to answer, though he stated the terms of the contract. The only conclusion that can be drawn from his refusal to inform Montgomery as to whom the title was made is that he had been requested by Geo. Y. Scott not to disclose this fact."

Here is a point which I must confess that I hardly know how to treat with the respect which counsel should show to the character of the court, and at the same time to present with the clearness due to my client. On a conversation between the counsel for the appellees and a witness, on

matter which is wholly *res inter alios acta*, on the *silence* of an outsider who evidently came to the conclusion that he was "being pumped," and declined to submit to the operation any further than his own personal interests were involved, the court bases an assumption against the appellant. Not only is that assumption made, and made most unwarrantably, but it is made with an explicitness and precision that is noteworthy; that the outsider "had been requested by Geo. Y. Scott not to disclose this fact," (*i. e.*, that the title was made to him). Thus, by a pure effort of the imagination, the court undertakes to discover the reason for Reinach's uncommunicativeness, to assign for it a specific request, and to indicate the particular person from whom that request came. And, on such a fancy, to decide a case involving large pecuniary interests and charges of fraudulent devices. History tells us that when the celebrated charge of the Light Brigade was made at Balaclava, a French General who witnessed it from an adjoining height exclaimed, "It is magnificent, but it is not war." And here that comment may well be paraphrased: "It is magnificent, but it is not adjudication."

Nor is this all. The very Mr. Reinach, out of whose declination to give Mr. Montgomery all the information he desired, so much is made by the court, was by the appellees made their own witness. They therefore offered him as a man worthy to be a witness. Yet, on this point of the case, vital as they seem to have considered it, *they asked him not one question;* not one that had any the least tendency to draw out the fact that such a request had been made of him by Geo. Y. Scott. That critical fact was wholly relegated to the imagination of the court. Nor is this omission to be accounted for on any idea of a subsequent discovery; for it is in reference to a conversation with the very counsel in the case, and before suit. And the appellant had no opportunity to refute such idea, either

by his own testimony or by cross-examination of Reinach; for no hint is anywhere given except in the court's opinion that such an idea was entertained. Nor still is this all. The notion is disproved by the fact, in evidence, that Reinach did freely tell who was the grantee: *e. g.*, to T. R. McGuire, chancery clerk; Brazier, farmer; O. G. McGuire, lawyer; and Field, farmer (see their testimony, already set forth).

Fourthly. The court claimed to strengthen this "circumstance" of the alleged withholding of the deed from record, by the further circumstance that Scott declared "that he owned no property worth mentioning." Let us now see what this declaration amounted to, either as a device to hinder and defraud creditors, or as evidence that the failure to record the deed was such a device.

The testimony on this point is found in, first, the deposition of W. H. Martin, Tr. 88. In the early part of the year 1886, witness was a reporter for Dun's Information Agency. He had a conversation with Geo. Y. Scott in the sheriff's office at Rosedale. Witness was collecting information about various parties, for his employers. He says, "This information was to be used by me as the reporter of R. G. Dun & Co. in determining the rating and *basis for credit* to which said merchants were entitled. Mr. Scott, being present and knowing the nature of my business and *its object*, began the conversation by asking me how R. G. Dun & Co. rated certain business men and firms in Bolivar county. I knew that Mr. Scott was acquainted with the nature of my business, because he asked me if I was reporting for R. G. Dun & Co. and I told him that I was. . . . After a time he asked me how he was rated. To this I replied that for some cause which I did not remember his rating had been removed from the books of R. G. Dun & Co., and was at that time blank. I also told him that I would be pleased to have him give me a statement of his financial condition and that I would make a proper use of

the same in writing my report of him. To this he replied that I might tell parties who inquired that he owned no property, but that he did have a rich wife." Secondly, in the deposition of Mr. Montgomery, the lawyer. Tr. 115. He says: "I heard Geo. Y. Scott say several times—I think first in 1884 in the town of Rosedale—that he did not own any property and was broke. I think he said this openly, but I cannot remember the precise time or times—some time in the spring or summer of 1885. I can't be certain. I received an inquiry from R. G. Dun's Commercial Agency as to his financial standing. This I did not like to answer, and took it to him and showed it to him, and asked him how I should answer it, at the same time saying I would return it without answer if he wished. He said I could answer by saying he did not own a dollar's worth of property." Thirdly, in the deposition of Geo. Y. Scott, Tr. 137. He says: "I remember that Col. Montgomery asked me the question, and I told him that he could report that I was worth nothing. I meant by this no real estate to speak of, as Frank & Reinach had a lien on the McDonald and Burch Places for a large part of the purchase money. This is my recollection of the conversation. . . . I remember one of R. G. Dun & Co.'s agents was in Rosedale—his name I don't know—and I told him not to report me as worth anything. I don't remember saying not a dollar's worth of property; same reason for telling him this as the one given (above). I told the agent my wife, Mrs. Lottie M. Scott, owned several plantations in this (Bolivar) county." And again (Tr. 138, Cross-Ans. 19) where he says: "I may have said at times I was broke, but since 1884, I have been paying my debts as fast as possible," etc.

The statements thus charged against Mr. Scott as a device to hinder and defraud creditors, are two: 1st, that he was broke (i.e., that his liabilities were greater than his assets); 2d, that he had no property. How the first state-

ment could have any tendency to delay or defraud creditors has not been explained in the opinion or elsewhere, and cannot be explained. The statement was manifestly correct; and it would seem to be a novel case of fraud for one to tell the truth. The manifest effect of the statement would be to precipitate collection suits, and bring his creditors down on him, instead of delaying them in any way. So obvious is this that the court does not in its opinion advert to this particular statement at all, but emphasizes the other—that he had no property.

In judging of the value of that statement as an element in the case, it is obviously proper to consider it in connection with the circumstances under which, and the object for which, it was made. Any other course would be flagrantly illogical, preterlegal, and unjust. And yet, that is just what the court below did not do. Let this court do so. To whom, then, was this statement made? In each instance, for even Montgomery was, *pro hac vice*, acting as such, to a reporter for Dun's Information Agency, whose business, as proven in the case (see the deposition of Martin), was, not the collection of debts already made, but the "determining the rating and *basis for credit* to which said merchants were entitled." Martin's deposition also emphasizes the fact that Scott well knew the purpose and object of the inquiries propounded to him. To such persons, then, and for such a known object, Scott declares that he owns no property. To them, and for their object, the statement was, again, substantially correct. He owned the Burch and McDonald Places and a large lot of mules, it is true; but the lands, which cost originally $16,000 at a high price, and from which a $2000 gin-house had been removed, were subject to a vendor's lien of from $8000 to $12,000; and what margin of value may have been in them, and the mules, was more than covered by his other liabilities; for at that time, he "was broke." As "basis of credit," then, for the incurring of further debts, what had

he? and what should an honest man have answered? Just what Mr. Scott did answer—nothing. It must be remembered that he was talking to *credit* agents, not to *collection* agents. Suppose that Mr. Scott had been, as is now charged against him, on villainous thoughts intent; would not such a statement be the very last that he would have made? Swindlers of their creditors want credit. That is their stock in trade. They would not designedly destroy it; and when it can be obtained or preserved at an outlay so cheap as a lie invited by the credit agent, they are not apt to decline the opportunity,

Now, it is in evidence that at that time, Mr. Scott was embarrassed. He also wanted credit, in order to carry on his planting operations, to which he looked for his ultimate rescue from his difficulties. He had hope of the future. That hope was a reasonable one, as is shown by the proof that he has been working off his debts continually, and that his farm-rents and official income aggregated about $7000 per annum, while his wife allowed him to use her rents of about $5000 additional. But the difference between him and the fraudulent debtor is that he declined, notwithstanding the offered opportunity, to establish or maintain a credit on a false basis. And the very honesty of his answers to the credit agents, is perverted into a proof of a fraudulent device, by wresting the statement away from all of its attendant circumstances and from the object of its making.

Fifthly, and lastly. The remaining circumstances adverted to by the court below as the basis for its decision, are these: that the Burch and McDonald Places were "inclosed with Mrs. Scott's lands," and all were "treated in its management as one plantation." Let us now examine the testimony, in order to see exactly what the court meant by these expressions and what force is due to those "circumstances." The witnesses on these points are as follows:

Witnesses for the appellees (complainants):

1. George Newsome, Tr. 94, said: "I was manager for Geo. Y. Scott and his brother, Charles Scott, as Chas. & Geo. Y. Scott, in 1877, 1878 and 1879. I had control of 'Scotland' plantation, then composed of the Brazier, or Myer, Weiss & Co. Place, the Siller Place, and the Lee Place. . . . All of the places named were under one fence. All the crops of cotton were ginned at same gin, and shipped per account of Chas. & Geo. Y. Scott. Chas. & Geo. Y. Scott furnished the hands, and the entire plantation was controlled in the name of Chas. & Geo. Y. Scott."

This witness speaks of a period long prior to the purchase of the Burch and McDonald Places; and his testimony is manifestly irrelevant to this phase of the case, except that it gives some insight into the name of "Scotland" as connected with these places.

2. T. J. Bogue, Tr. 108, said: "I have resided on Scotland as manager. I so lived on said place from January, 1880, to the end of 1882. I also lived on said place through the year 1883, but did not plant the crop of 1883, but issued rations to the hands and took off the crop. As manager of Scotland, I was employed and paid by Geo. Y. Scott alone. I regarded Geo. Y. Scott as the owner of Scotland while I was there, but heard him say nothing of it. . . . The whole place was under one fence and one management; I managed the place under Geo. Y. Scott's direction. *No distinction was made in the purchase of supplies or furnishing money for improvements for any of the places composing Scotland.* It was managed and controlled by me as one place for Geo. Y. Scott. All the places composing Scotland were worked together and managed together, and the cotton from them shipped together."

I have placed one sentence of the witness' testimony in italics. It is a statement evidently made without knowledge. He did not purchase the supplies, nor furnish the money for improvements, nor keep the books of account for these things. He does not pretend to have done so. None of the managers did, as will presently appear. And the further testimony will show that the witness was mistaken on that point. If the court will read the 19th Int. (Tr. 105), they will see that the witness but weakly repeated words put into his mouth by counsel, a leading question of the most objectionable type.

3. John A. Robertson, Tr. 79, said: "I was in full charge as manager during the years, January 1, 1884, to July 20, 1886, and my duties were to see to making the crops and settling with the tenants and laborers. . . .

Geo. Y. Scott bought the plantation supplies to carry on the farming operations on the place of which I was manager. . . . Geo. Y. Scott has the general management and contracts as owner of all these farms. I don't know how long he has had such management; part since 1882, and part since 1886; I don't know how long as to the balance of them. . . . I mean in my answer to direct Int. 13, that Geo. Y. Scott had full management of all these places in employing managers on them, buying supplies for them, renting them, and in the general disposition of them, and that he was so regarded as the owner, *although some of the property was known to be his wife's.*"

Here, again, as the court will see by reference to the Int. 13 (Tr. 77), the witness has the expression "as owner," suggested by a leading question; but on cross-examination shows that it was well understood what the true status of this property was.

4. D. Reinach; Tr. 106, said: "The whole place was under one fence, and was worked together, but I know nothing of the manner in which the accounts were kept or the improvements made."

5. E. T. Diver, Tr. 112, said: "I was at one time in partnership with Mrs. A. M. Baldwin, the mother-in-law of Geo. Y. Scott. We conducted a general mercantile business at Beulah, in Bolivar Co., Miss., under the firm name and style of A. M. Baldwin & Co. I think that our partnership began in the fall of 1878, and our partnership terminated August 27, 1884. . . . During said partnership, Geo. Y. Scott had at all times with A. M. Baldwin & Co. a general open account. At the termination of the firm of A. M. Baldwin & Co., in 1884, Geo. Y. Scott owed the said firm something over $13,000, which was principally for goods and supplies, and money paid to the hands and tenants on Scotland plantation. . . . During the course of Geo. Y. Scott's dealings with A. M. Baldwin & Co., no distinction was made as to any of the places composing Scotland. . . . I have always understood that all of Scotland was under one and the same management. I know nothing of the purchase of supplies and furnishing of money, except what I have already answered as gotten from A. M. Baldwin & Co."

This witness goes back to a time more than a year before the dissolution of the law firm of Chas. & Geo. Y. Scott, and the partition of lands between their wives. If he proves anything, he proves too much for the complainant's case, since it is hardly to be presumed that Geo. Y. Scott unified the interests of himself and brother and their two wives in this account, after the fashion in which such a unification of his own interest and that of his wife is sought

to be established by it; and yet, we are told of no change in the account where Scotland so largely figured, made at the time of that dissolution and partition. Manifestly, Mr. Scott did not keep his farm accounts through the store-books of A. M. Baldwin & Co. Again: this testimony overreaches by three years, the purchase of the Burch and McDonald Places; during which period, these places not being Scott's property, the account could hardly have shown anything about them. And still, again: Mr. Diver does not know or say that one item on the account ever went on the Burch and McDonald Places as distinguished from Scotland proper. The account does not show that any such did; and that is all there is of it.

Witnesses for the appellant, Geo. Y. Scott, all testify, as to this point, on cross-examination:

1. William A. Yerger, Tr. 162, said: "I managed the property part of the year 1886. . . . the Myer, Weiss & Co., the Campbell or Lee Place, and Sillers Place, comprise the Scotland plantation; that while managing these the above places were spoken of by me and Mr. Scott, and were designated in our *orders* and conversation as Scotland Place, McDonald and Burch Places and Miller Place. It was all under one fence except the Miller Place; suppose that was done to save expense. Mr. Scott has control of all the places, his own and his wife's, and made the contract with me to take charge of them all. They were *not* spoken of as a whole; and even to this day each place is designated and known, first, the Miller Place, Burch and McDonald Places, and Scotland plantation."

2. Frank Scott, lawyer, said: "The places mentioned in Cross-Int. 4 were from the 1st of January, 1883, to the 1st of January, 1886, comprised in what is known as the Scott or Scotland plantation; that it was all managed by one man, who was paid by Geo. Y. Scott. It was generally known and understood that all the places except the Burch and McDonald Places were the property of Mrs. Lottie M. Scott." Tr. 160.

3. J. W. Gill, merchant, said: "I was always under the impression that the places were known as the Scott or Scotland Places, and under the control of Geo. Y. Scott, and one manager employed, and all under one fence. . . . My impression is that he owned the personalty and the Burch and McDonald Places; that his wife owned the others." Tr. 165.

4. E. H. Moore, lawyer, said: "The places named did within the time named compose what was known as the Scotland plantation. . . . It was all in the possession and control of Geo. Y. Scott. It was all under one

manager, of my own knowledge. I do not know who employed or paid said manager, nor whether or not all of said places were under one fence. It is sometimes spoken of as Geo. Y. Scott's plantation." Tr. 167.

5. Walter Sillers, lawyer, said: "These places are under one fence after year 1883, to Jan., 1886, and are known as the Scott Places, but the Burch and McDonald Places were as frequently spoken of as the Burch and McDonald Places, as they were under the general term Scott Places. There is only one manager employed to manage the whole place. In speaking of the plantation at large it was always spoken of as the Scott Place and known as the plantations of Geo. Y. Scott and Lottie M. Scott; the Burch and McDonald Places known as the property of Geo. Y. Scott; all the other places known as the property of Mrs. Scott." Tr. 175.

6. T. R. McGuire, chancery clerk, said: "I think after the overflow of 1882 they were all under one fence and our (one?) management. I don't know who paid the manager, whether he paid part and his wife paid part, or how they were paid. I have always heard them spoken of as the McDonald and Burch Places; the rest are spoken of as the Scott Places, except the Miller Place, which is spoken of by persons who I have heard mention it, as the Miller Place." Tr. 180.

7. Ben C. Johnson, surveyor, said: "These places are generally known as the Scotland plantation, . . . and have been under the control of Geo. Y. Scott, and under one manager. They have been known and spoken of as *plantations under the control and management of* Geo. Y. Scott."

8. T. S. Lawler, deputy sheriff, said: "The places mentioned are known as the Scott or Scotland Places, near Beulah, but it was and is known that Mrs. Scott owned all the land except the Burch and McDonald Places which were and are known as the property of Geo. Y. Scott. The places are all managed by one manager. I could not state by who or in what manner the managers are paid or have been paid." Tr. 186.

9. Geo. Brazier, farmer, said: "The places were under one fence and known as the Scott Place, but it was also known that Geo. Y. Scott owned the Burch and McDonald Places, and Mrs. Scott the other places mentioned. I suppose the management was under the control of Geo. Y. Scott, but always was under the impression that it was done for Mrs. Scott, so far as her part of the place was concerned." Tr. 188.

10. Mrs. Anna M. Baldwin said: "These plantations are now known as Scotland, near Beulah, in Bolivar county, Miss.; the places are under one fence and management, but was not known and spoken of as Geo. Y. Scott's plantation; on the contrary, all the places except the Burch and McDonald Places were generally known to belong to Mrs. Lottie M. Scott, and one of the counsel for plaintiffs, Col. F. A. Montgomery, well knew this fact. I suppose the manager was paid by Geo. Y. Scott, as he looked after the business of the places and shipped the cotton." Tr. 191.

11. G. Frank, merchant, said: "It is generally known as the Scott or Scotland plantation, but as for who pays the managers and has the general control of said places, I could not say." Tr. 193.

12. O. G. McGuire, lawyer, said: "These places are known as the Scotland plantation. They have since 1883 been managed and controlled by an employed manager, and was all worked as the property of the respective owners so far as I know. I don't know who paid the managers. It was not always known and spoken of as Geo. Y. Scott's plantation, but as the property of the owners hereinbefore city (cited?), Mrs. Lottie M. Scott as owning her particular lands, and Geo. Y. Scott as owning his particular part." Tr. 196.

13. E. C. Field, planter, said: "It was under one management; but it was a fact known to the public that he claimed the Burch and McDonald Places, and she the others. I think the places are under one fence, but do not know positively. I don't know who paid the manager." Tr. 198.

14. Chas. Scott, lawyer, said: "Said places were sometimes known as the Scotland plantation when they were all spoken of collectively, which name I gave part of the properties myself before the partition thereof between Lottie M. Scott and myself, and afterward I think the name was sometimes extended to the places purchased after that date. The Burch and McDonald Places were known and spoken of as *his* places, but the others were never so known or spoken of; but on the contrary, they were universally known and spoken of as the plantations of Lottie M. Scott. All of said plantations were under one manager, who, I think, was employed and paid by Geo. Y. Scott, and they were mainly under one fence and under his control." Tr. 203.

15. Geo. Y. Scott, the appellant, said: "Most of the supplies for my wife's plantations were bought in St. Louis. My brother, Chas. Scott, made arrangements for most of them. . . . The supplies for my wife's plantations were kept in a house on one of her places, and Mr. John A. Robertson, the manager of said places, issued them to the tenants. I generally ordered for the tenants on my places—viz., McDonald and Burch Places—by the barrel or several hundred pounds at a time, and they would come and get an order from me and haul them from the river. They were good and reliable tenants, and I furnished them in this way and *kept their accounts at Rosedale.*" Tr. 139. It must be remembered in this connection that on Jan. 1, 1884, Mr. Scott became sheriff of the county of which Rosedale is the county seat.

16. Mrs. Lottie M. Scott, the co-defendant, said: "I did not deliver supplies to the hands on my places. My husband was attending to the business, and he had a manager employed. *I have never lived on the plantation.* . . . Yes, my husband managed the plantation affairs—mine as well as his own—but we consulted as to the management. I neither bought or sold any supplies. I suppose he gave the same attention to all the places. He was entrusted with the management of my places as any wife would trust her husband, and did the buying, selling and supplying, and shipped the cotton

made on the places, the proceeds of which were far in excess of all the supplies purchased and of all other expenses. For several years nearly all the cotton was shipped to Brooks, Neely & Co. . . . As most wives do, I am in the habit of leaving business matters to the attention of my husband, but he always consulted me and had my consent before buying any land. I never in any way authorized or empowered him to contract a debt for me, or on my own responsibility, and I am satisfied he never did make one in that way. I don't keep a regular set of books, but I do keep an account book; therefore know what my husband owes me, and he tells me what the places make each year. The manager of the plantations keeps the accounts against the hands." Tr. 142–3.

Thus, then, as is shown by the foregoing recapitulation of all the testimony on the point, the additional circumstances relied on by the court below are these: After the great and disastrous overflow of 1882, Mr. Scott, to save unnecessary expense, did not rebuild a useless division fence between the contiguous estates of himself and his wife; as the places adjoined, and it was feasible so to do, one manager or overseer was employed instead of two, this man having nothing whatever to do with the external affairs of the plantations; Mr. Scott did as husbands who are on good terms with their wives generally do, (in this country especially, where the race differences complicate business relations), attended to her farms, she never having lived on them.

The effort to prove by Bogue and Diver that the supply and improvement accounts were intermingled (whatever that proof might have been worth had it been made, and that must be but little), wholly failed for the reasons noted in connection with their testimony; and the explanation by Scott directly contradicts that theory.

Then, in view of the open and notorious *possession* and *claim* by Geo. Y. Scott of the Burch and McDonald Places for five years; in view of the fact that the ownership of those places was not only well known throughout the community, and meant to be so, but also was thoroughly well understood by Scott himself to be so known; in view of the fact that his possession was taken under the deed at

the time of the purchase; do not these points of the fence and the overseer, etc., seem to be rather trivial and of no account?

I have now reviewed, and with a minuteness which I fear to be tedious to the court, each and every one of the "circumstances" which the court below cited as sustaining the decision announced by it. I respectfully submit that those "circumstances" have been shown, in every instance, either to have been founded on a mistake as to the testimony, or else to be of no consequence. Let us now see the application made of them by the court below. Said the court:

"Considering all these circumstances together, I am satisfied that the effect of failing to place the deed on record was calculated to and did hinder and delay the creditors of Geo. Y. Scott from collecting their debts, and applying the rule that parties must be presumed to intend the result of their own acts—acts of omission as well as commission—unless satisfactorily explained, I am brought to the conclusion that under sections 1843 and 1845, complainants obtained a lien upon this tract of land from the time they filed their bill, subject to the payment of the unpaid purchase money thereon." Tr. p. 217.

In regard to this passage of the opinion, I submit the following propositions:

1. I deny that, as a fact, under the proven circumstances of this case, the failure of Mr. Scott to record the deed, was calculated to hinder and delay his creditors from collecting their debts.

2. I deny that, as a fact, it did so hinder them.

3. I deny that, as a matter of law, any such presumption as that stated in the opinion arises.

4. I deny that this bill is maintainable, under secs. 1843 and 1845 of the Code of Mississippi, or otherwise, even if all the remainder of this passage were true in fact and sound in principle.

First. The overwhelming testimony in the case is, that from the time of his purchase of the Burch and McDonald Places, Geo. Y. Scott took and maintained the open, notorious and adverse possession of the same, claiming the same publicly and commonly, and that neither he nor his wife ever claimed title in her. In fact, on this point, there is entire harmony between the proof and the averments of the bill; for the bill itself says (Tr. p. 7, line 2), "they charge that *they gave him this credit upon the faith of his open possession of all the property hereinbefore described and his open management of said property as his own*," etc.

Now, possession is notice. It is the equivalent of registration. The registration laws are not devised for the creditors of the *grantee*, but for the protection of the creditors of, and purchasers from, the *grantor*.

The following are among the many authorities on these points:

"It is conclusively settled in England, that open and notorious adverse possession is evidence of notice; not of the adverse holding only, *but of the title under which the possession is held.* (*Heirn v. Mill*, 13 Ves. 120; *Daniels v. Davison*, 16 Ves. 253, per Lord Eldon, Lord Chancellor). And in the United States we deem it to be equally settled. The cases in New York will be found in *Gouverneur Lynch*, 2 Paige Ch. R. 300, and in *Grimstone v. Carter*, 3 Paige Ch. R. 436, per Walworth, Chancellor. In Kentucky, in *Brown v. Anderson*, 4 Littell 201, and *Buck v. Holloway*, 2 J. J. Marshall 180. Nor are we aware that a contrary doctrine is held in any State in the Union." *Landes v. Brant*, 10 How. 348.

"But it is insisted that the deed from Lea to Davis was not registered, and fraudulently concealed from the complainant, so that he could not proceed to assert his rights. Davis had possession of the land when he (*i. e.*, the complainant) took William Park Lea's deed, claiming for himself and adversely to all others; and he so continued in possession until he sold the land in December, 1852. This adverse possession was in itself notice that he held the land under a title, the character of which the complainant was bound to ascertain." *Lea v. Polk Co. Copper Co.*, 21 How. 493.

How was he to ascertain it? simply by a reference to the registry of deeds? Manifestly not; for that would be to stultify the decision.

Nowhere have these doctrines been more consistently and plainly expounded, or more strenuously insisted on, than in Mississippi. And since the court below takes occasion in its opinion to urge the fact, in connection with his failure to place his deed on record, that Mr. Scott was a lawyer, it will be nothing but fair to assume that, even had such failure been intentional, he also knew just how little it amounted to as a contrivance to defraud his creditors, or those of any one else, so long as he took and held possession under claim of title. Here are the Mississippi authorities:

Dixon v. Lacoste, 1 S. & M. 70: A long opinion by the great jurist Sharkey, C. J. *Held*, that unregistered deeds are not avoided in favor of creditors with notice; and that possession by the vendee is uniformly regarded as sufficient evidence of notice; necessarily from the nature of the act, it being a substitute for livery or seissin.

Dixon v. Cook, 47 Miss. 220: "The registry statutes were passed in the interest and for the protection of creditors and *bona fide* purchasers, for value, without notice of a prior unrecorded deed. As between grantor and grantee the conveyance is perfect and complete to pass the title though never recorded. The creditor or purchaser, unaffected with notice, are the only parties that can complain, and defeat a prior grantee, under an unrecorded deed. *The creditor, too, or purchaser, must be a creditor of, or purchaser from, the grantor in the unregistered deed.*"

Taylor v. Lowenstein, 50 Miss. 278: "It has been accepted as the settled law in this State, since the case of Dixon v. Lacoste, 1 S. & M. 101, that the occupancy and open possession of land under an unregistered deed of conveyance or bond for title or other contract of sale, imparts notice to creditors and subsequent purchasers, *and gives them the same protection as though these written memorials of title had been recorded.*"

Chaffe v. Halpin, 62 Miss. 1: "The creditors and purchasers, to whom an unrecorded instrument of which they have no notice, is void, are creditors of and purchasers from the *grantor* in the instrument. *As to all others, recording is unnecessary*, and the instrument is valid without it." In this case, an involved husband had procured a deed to be made to his wife, on a consideration which moved from him; the wife mortgaged the property just before a judgment against the husband and bill filed to subject the property; but the mortgage was not recorded until after. The mortgage title prevailed.

Klein v. Richardson, 62 Miss. 41: "Failure to file a deed for record may, like any other pertinent fact, be a circumstance in making up a conclusion

as to the presence or absence of fraud, *but all there is in it per se is the risk of a supervening right to or lien on the land.*" So held in a case where a wife had her deed recorded only the day before her husband was attached.

Hiller & Co. v. Jones, 66 Miss. 636: The court postulates the proposition that "possession of the land under the unrecorded deed was the equivalent of the registration of the deed, while the possession under it lasted."

Secondly. Nor did such failure to record, hinder or delay any creditor, in fact. It did not hinder or delay the *appellees;* for they knew the true condition of affairs. Their bill so alleges, in effect, in the statement on page 7, 2d line, of the Transcript, already quoted. It is a noteworthy and significant fact that in this case where so much is sought to be made out of Scott's fraudulent statements and concealments, although the *pleadings* are free-spoken enough, when it comes to the *testimony* the case is widely different. It is largely a question of personal information and knowledge; yet of the *three* complainants, only *one* testifies at all, and his testimony has nothing in it to the point. Their knowledge of Scott's title was confirmed by the letter of Montgomery, their lawyer, of date March 19, 1886 (Tr. p. 118). Their suit was in fact brought, and brought advisedly as to the condition of the title, just so soon as they were ready to sue in view of considerations other than any embarrassment as to the state of the title; for it was on the 15th of March that Neely and Scott were consulting in Rosedale in reference to a continuance of their business relations; the propositions were still pending on the 19th; and the bill was filed in the Federal Court at Oxford on the 27th.

Seeing this fact, the court puts the actual hindrance, etc., on the case of Gordon Bros. & Co., E. H. Moore, attorney. But I have already shown in another connection (see p. 58, 59 of this brief), by the testimony of the counsel themselves, that the failure to record this deed was not their trouble; but it was the outstanding vendor's lien and a recorded mortgage; that in fact one at least of the firm

of counsel in the case, according to his own testimony, knew and had known for years of his own knowledge that Geo. Y. Scott was the owner of the Burch and McDonald Places.

There is no pretense anywhere in the record of any other creditor who was actually hindered or delayed by this fact.

Thirdly. I deny that any such presumption as that stated in the opinion of the court arises. The court, it will be remembered, said, "applying the rule that parties must be presumed to intend the result of their own acts—acts of omission as well as commission—unless satisfactorily explained, I am brought to the conclusion," etc.

Before proceeding to consider the rule itself, it will be well to note the state of facts to which the court undertakes to apply that rule. Mr. Scott testified (Tr. p. 133, Ans. 13), "My failure to record said deed was simply a matter of inadvertence or forgetfulness on my part." Now, there is not one word of evidence in contradiction of this statement to be found in the whole record. Scott's occupancy of the places, his continual and open claim of title for years, etc., already frequently insisted on herein, go to corroborate and confirm the statement. Nor will the court presume fraud against him; on the contrary, it must, when relied on, be clearly proven.

Lessee of Tucker v. Moreland, 10 Peters 58.
Hager v. Thompson, 1 Black 80.

Now, the court said that parties must be presumed to intend the result of their own acts "of omission." This involves an inextricable dilemma. Either the act of omission must be intentional or not so. If it is insinuated in this passage (for it is not asserted) that the omission was intentional in fact, then the insinuation is in the teeth of the uncontradicted testimony and of the principles cited just above. If, on the other hand, the omission is not meant to be understood as intentional, then the court is

committed to the absurdity of stating that one is presumed to intend the result of an unintentional act—a manifest impossibility.

Nor is the foregoing the only criticism due to this passage. The rule is not stated or applied with anything like an approximation to its correct meaning. It is correctly given in *First Bank of Clarion v. Jones*, 21 Wall, 325 :

"Persons of sound mind and discretion must, in general, be understood to intend, in the ordinary transactions of life, that which is the *necessary and unavoidable* consequences of their acts, as they are supposed to know what the consequences of their acts will be in such transactions. Experience has shown the rule to be a sound one, and one safe to be applied in criminal as well as civil cases. Exceptions to it may undoubtedly arise, as where the consequences likely to flow from the act are not matters of common knowledge, or where the act or the consequence flowing from it *is attended by circumstances tending to rebut the ordinary probative force of the act or to exculpate the intent of the agent.*"

How widely this statement varies from that of the opinion below, it cannot be necessary for me to point out. One point of difference, is the rejection of the exception italicized above ; which exception would apply in this case and "exculpate the intention of the agent," even had the omission to record been intentional, because of the attendant circumstances of public possession and claim of title for years, which our own Supreme Court declare repeatedly to be equivalent to registration.

Fourthly. That this bill is not maintainable under secs. 1843 and 1845 of the Code, or otherwise, even if all the remainder of the passage under consideration were true in fact and sound in principle.

a. If the bill is maintainable at all, it must be through the statute ; it is not so by the general equitable remedies, since the complainants are general, and not judgment, creditors.

Smith v. Fort Scott &c. R. R., 99 U. S. 398.
Jones v. Green, 1 Wall. 330.
Adler v. Penton, 24 How. 407.

The same rule has long been recognized in Mississippi.
Hilsheim v. Drane, 10 S. & M. 556.
Brown v. Bank, 2 Geo. 454.
Ferguson v. Bobo, 54 Miss. 121.

b. Being maintainable, therefore, only through the statute, it goes without saying that the case made, must fall within the true intent and meaning of the statute. Now the specific act under consideration by the court below, was Scott's failure to record his deed to the Burch and McDonald Places. That failure may have been intentional or not so; but in neither case can this bill be sustained.

Suppose the failure to have been *un*intentional (as I have shown it was), then the statute does not cover it because it was not a *device*. "To set aside fraudulent conveyances of property, or other *devices* resorted to," says the statute. What, then, is a "device"? The definition of Worcester is this: "An act implying ingenuity or cunning; a design; a contrivance; a project; a scheme; a stratagem; an expedient. . . . *Syn.* Device carries with it the idea of ingenuity or cunning; and is often employed for a bad purpose," etc. Webster's (International Edit.) definition is this: "That which is devised, or formed by design; a contrivance; an invention; a project; a scheme; often, a scheme to deceive; a stratagem; an artifice. . . . *Syn.* Contrivance; invention; design; scheme; project; stratagem; shift.—Device, contrivance. Device implies more of inventive power, and contrivance more of skill and dexterity in the execution. A device usually has reference to something worked out for exhibition or show." Such a thing, therefore, as an unintentional, or unwitting, or inadvertent, or accidental, device, cannot be; the terms are contradictory.

Suppose, on the other hand, that the failure to record was intentional; still, the statute does not embrace the case; and now, for the reason that the failure was neither

a conveyance of property, nor *such* a "device" as the statute intends. The language of the statute is this:

"The said (chancery) courts shall have jurisdiction of bills exhibited by creditors, who have not obtained judgments at law, . . . to set aside fraudulent conveyances of property, or other devices resorted to for the purpose of hindering, delaying or defrauding creditors; and may subject the property to the satisfaction of the demands of such creditors, as if complainant had a judgment and execution thereon returned 'no property found.' . . . The creditor in such case shall have a lien upon the property described therein from the filing of his bill, except as against *bona fide* purchasers," etc.

It is not charged, in this instance, that any conveyance of the Burch and McDonald Places was made by Scott; and therefore the only question is of the application of the other expression of the statute, "or other devices." These terms, used alone, would cover any sort of fraudulent contrivance designedly arranged; but the rule is well settled that the meaning of general words in a statute must be restricted whenever it is found necessary to do so in order to carry out the legislative intention.

Reiche v. Smythe, 13 Wall. 162.

In Mississippi, the rule has been recognized that general terms, if used in a clause containing an enumeration of particulars, will generally be confined to meanings *ejusdem generis* with the particulars.

McIntyre v. Ingraham, 35 Miss. 25, 52.
Apple v. Ganong, 47 Miss. 189.

See, also—

Sedgw. on Stat. and Const. Law, p. 423, Ed. 1857.

It is, therefore, clear that the Legislature, in enacting this section meant, by the use of the words, "or other devices resorted to," etc., such devices as are of a nature similar to a *conveyance;* such as divest the debtor of either his legal or equitable title in favor of some fraudulent or voluntary donee; or, at the most, such a device as, like a

conveyance, operates to extinguish or diminish the *value* held by, or remaining in, the debtor. Such "devices" would be, a mortgage, or trust-deed in the nature of a mortgage (which do not, in this State, convey estates; *Freeman v. Cunningham*, 57 Miss. 67); or a contract to convey, such as a bond for title; or a declaration of a trust; or, as an instance of the diminution of value, a fraudulent judgment, confessed or obtained through the form of a suit, which constitutes a charge on the property of the debtor.[1] But this case is not of any of those instances, nor like any of them. The debtor is confessedly in the possession of both the legal and the equitable titles, nor was there any charge on the land, nor any person in all the world who claimed either *jus ad rem* or *jus in rem* save the debtor himself.

The statutory jurisdiction is "to set aside." What is to be set aside here? The only point made is that Scott did not record his deed; and our Supreme Court, as already shown, has repeatedly decided that, so far as all others than purchasers from or creditors of his vendors are concerned, such record is unnecessary. It is true, they say that a withholding from record *may* be a circumstance to show fraud; but it is not itself fraud. The evidence of a fact is not the fact itself. But the opinion of the court below is based altogether on just that mistake; and this bill is sustained, as to this branch of it, when it assails what is, and can only be, a point of evidence in a charge of fraud, not the fraud itself. Said our Supreme Court, in *Buckley v. Dunn*, 67 Miss. 710, "It is impossible to change the nature of the thing by epithets. . . . Calling what was done 'a fraudulent device' or 'cover,' cannot change its nature nor the legal results that flow from it."

In that branch of equity jurisdiction known as the Re-

1 Such was the nature of the device in all of the Mississippi cases on this section; Ins. Co. v. Ligon, 59 Miss. 305; Frank v. Robinson, 65 Miss. 162; Bank v. Budding, 65 Miss. 284.

moval of Clouds from Titles, there is a familiar, vicious bill known as an *ejectment bill*, the unvarying fate of which is the limbo of the slain of the demurrer. This is a bill of exactly the same kind; only it is an *attachment bill*. It proceeds upon the idea that the statute is co-extensive in its operation with the whole field of fraud; manifestly a mistaken idea. The lien provided for by the statute is but a reproduction of the *lis pendens;* but in this case the lien, instead of being an auxiliary to a distinct equity, is in effect all there is in the bill, except the subjection to debt of a legal and unincumbered title—which is exactly the attitude and function of every attachment suit at law.

Supposing it to be true, that Scott was trying to defraud complainants or other creditors by lying about his ownership of these places, and by withholding his deed from record, and that such conduct amounted, in legal effect, to a fraud; then there was a plain, adequate and complete remedy at law, so long as he held the legal title and it was not clouded by any fraudulent conveyances or incumbrances. The attachment laws of this State provide for an attachment, and the consequent protection of a lien to preserve the property pending the litigation, on any of the following grounds:

"That he (the defendant) has property, or rights in action, which he conceals, and unjustly refuses to apply to the payment of his debts.

"That he has assigned or disposed of, or is about to assign or dispose of his property, or rights in action, or some part thereof, with intent to defraud his creditors.

"That he fraudulently contracted the debt, or incurred the obligation, for which suit has been, or is about to be brought." Miss. Code, 1880, sec. 2415.

Undoubtedly the complainants were aware of this remedy; for in the letter of their counsel exhibited with his deposition (Tr. p. 118), he says, "I am certain also that the deed to this land was taken in his own name. This, if true, makes his failure to record his deed a fraudulent concealment of property, and would justify an attachment,

which might be levied on that land as well as on all the mules and farming implements."

Under such conditions, then, this court will not entertain a bill in equity, notwithstanding there may be such a cumulative remedy in the State courts by statute.

Buzard v. Houston, 119 U. S. 347.
New York, &c. Co., v. Memphis Water Co., 107 U.S. 205.

It would be difficult to imagine a case in which, if the remedy for the plaintiff is adequate and complete, the defendant's right to a trial by jury is more manifestly valuable to him than in this instance. If that method of trial is of any worth, it should have been applied here.

Not only this, grave as may be the question of the practical denial of his constitutional right. By this proceeding, a lien was, rightly or wrongly, claimed to be fastened on all of the property of both these defendants. After the bringing of this suit, what credit they may have had, was due to their personal character; for their property was practically impounded. And they were planters, to whom their credit was vitally important; for under the known agricultural conditions of this country (proven in the evidence too), their plantations cannot be run without large advances from them to their hands and tenants. Now, if the plaintiffs had pursued the proper legal remedy, they would have been obliged to give to the defendants a bond of indemnity against the jury's decision that the attachment was wrongfully sued out; but the statutory equitable remedy exacts no such condition; under it they get the benefit of what is practically an attachment, without assuming any of the responsibility of one. In this respect, therefore, the litigation is oppressive and not in conformity with the universally entertained view of what is fair and just to defendants whose estates are seized by legal process in advance of trial; this view being plainly evidenced by

the fact that such bonds of indemnity are universally required. This consideration should lead the court to hesitate before giving to the statute the sweeping construction claimed in this case; and before denying to the defendant, by receiving such a bill in the equity branch of the Federal Courts, that valuable incident to, and guaranty of value of, the possible verdict of a jury in his favor.

EDWARD MAYES,
For Geo. Y. Scott.

APPENDIX.

AN ACT
For the Protection and Preservation of the Rights of Married Women. Feb. 15, 1839.

§ 1. *Of what wife may be separately possessed.* Any married woman may become seized or possessed of any property, real or personal, by direct bequest, demise, gift, purchase or distribution, in her own name, and as of her own property. *Provided*, The same does not come from her husband after coverture.

2. *To hold slaves possessed at marriage.* Hereinafter when any woman possessed of a property in slaves, shall marry, her property in such slaves and their natural increase shall continue to her, notwithstanding her coverture: and she shall have, hold, and possess, the same, as her separate property, exempt from any liability for the debts or contracts of the husband.

3. *May take slaves by conveyance, gift, &c.* When any woman, during coverture, shall become entitled to, or possessed of, slaves by conveyance, gift, inheritance, distribution, or otherwise, such slaves, together with their natural increase, shall inure and belong to the wife, in like manner as is above provided as to slaves which she may possess at the time of marriage.

4. *Husband's control; suit by him and her; descent of slaves.* The control and management of all such slaves, the direction of their labor, and the receipt of the productions thereof, shall remain to the husband agreeably to the laws heretofore in force. . . .

Hutch. Miss. Code, p. 496.

THE ACT OF FEB. 28, 1846.

§ 1. *Repealing part of Article Four.* The fourth and fifth sections of the above recited act (being the act above copied in part) are hereby repealed.

2. *Rents, &c., of property secured to women.* The rents, issues, and profits of real estate owned by any married woman, in her own right, and at the time of her marriage, while sole, or subsequently acquired by her under the provisions of the first sections of the act to which this is an amendment, shall inure to the sole and separate use of such married woman.

3. *What property to be held by her.* When any married woman shall own and possess in her own right, a plantation and slaves, it shall be lawful for her to acquire, and to hold and possess in her own right, exempt from

liability for the debts and contracts of her husband, all such stock, farming utensils and implements of husbandry, as shall be necessary for successfully conducting the business and operations of planting.

4. *May contract jointly with husband, &c.* The products and proceeds of the labor of all slaves owned by a married woman, in her sole and separate right, shall inure to her sole and separate use and benefit; and it shall be competent for her jointly with her husband, to make any contract for the sale or hire of any such slaves, for their necessary clothing, maintenance, care and support, and for the employment of any agent or overseer, for their management or control; and all contracts for the purchase of supplies for the plantation and slaves, or for the slaves alone, owned by any married woman, made by the husband and wife, or by either of them, either expressed or implied, shall be obligatory upon the husband and wife, and may be enforced against the proceeds and income of the separate property of such married woman. . . .

Hutch. Miss. Code, p. 498.

SECTION V.

Of the Separate Property of Married Women.

Art. 23. Every species and description of property, whether consisting of real or personal estate, and all money, rights and credits, which may be owned by or belong to any single woman, shall continue to be the separate property of such woman as fully after her marriage as it was before, and all such property or rights, of whatever name or kind, which shall accrue to any married woman by will, descent, distribution, deed of conveyance, recovery or otherwise, shall be owned, used, and enjoyed by such married woman, as her own separate property, and such property, whether owned by her before marriage, or which may have accrued to her afterward, shall not be subject or liable to be taken in satisfaction of the debts of the husband, nor shall such property, or any part thereof, be sold, conveyed, mortgaged, transferred, or in any manner encumbered by the husband, unless the wife shall join in the conveyance thereof, and acknowledge such conveyance in the manner directed by law for the acknowledgment of conveyances of real estate by married women. *Provided*, that any deed from the husband to the wife for her use, shall be void as against his creditors, who were such at the time of executing the deed; and no conveyance or incumbrance, for the separate debts of the husband, shall be binding on the wife, beyond the amount of her income.

Art. 24. The rents, issues, profits, products, and income, of either real or personal estate, or of both, owned by any married woman at the time of her marriage, or which may have accrued to her afterward, shall also inure to the wife as her separate property, and shall not be liable to be taken in satisfaction of the debts of the husband. And any married woman may purchase property, real or personal, with her own money, which she may have

had at the time of her marriage, or which may have accrued to her afterward, either as rents, issues, or profits of her estate, or otherwise, and may take a conveyance thereof in her own name, and in like manner hold and enjoy the ssme as her separate property. And if the husband shall purchase property in his own name, with the money of the wife, he shall hold the same only as trustee for her use, but such trust shall be void as against creditors of the husband, who contracted, or gave credit in consequence of the possession of such property.

Art. 25. Any married woman may hire out her slaves, rent her lands, or make any contract for the use thereof, and may loan her money and take securities therefor in her own name. And all contracts made by the husband and wife, or by either of them, for supplies for the plantation of the wife (or for the maintenance, clothing, care, and support of her slaves, and for the employment of an agent or overseer for their management) may be enforced, and satisfaction had out of her separate estate. And all contracts made by the wife, or by the husband, with her consent, for family supplies or necessaries, wearing apparel of herself and her children, or for their education, or for household furniture, or for carriage and horses, or for buildings on her land or premises, and the materials therefor, or for work and labor done for the use, benefit, or improvement of her separate estate, shall be binding on her, and satisfaction may be had out of her separate property, and her separate property shall be liable for debts contracted by her before marriage; and the husband shall not be liable for debts contracted by the wife before marriage, nor shall he be liable for debts contracted by her after marriage, if she hold separate property under this Act.

Revised Code of 1857, p. 335.

ARTICLE V.

Property of the Wife.

§ 1778. Every species and description of property, whether consisting of real or personal estate, and all money, rights and credits which may be owned by or belong to any single woman, shall continue to be the separate property of such woman, as fully after her marriage as it was before; and all such property or rights, of whatever name or kind, which shall accrue to any married woman by will, descent, distribution, deed of conveyance, recovery or otherwise, including the fruits of her personal service, and the fruits of suits for damages to her person, shall be owned, used and enjoyed by such married woman, as her own separate property. And such property, whether owned by her before marriage, or which may have accrued to her afterwards, shall not be subject or liable to be taken in satisfaction of the debts of the husband; nor shall such property, or any part thereof, be sold, conveyed, mortgaged, transferred, or in any manner incumbered by the husband, unless the wife shall join in the conveyance thereof, and acknowledge such conveyance, in the manner directed by law, for the acknowledgment of conveyances

of real estate by married women; *provided*, that any deed from the husband to the wife for her use, shall be void as against his creditors, who were such at the time of executing the deed; and no conveyance or incumbrance for the separate debts of the husband, shall be binding on the wife, beyond the amount of her income.

§ 1779. The rents, issues, profits, products and income, of either real or personal estate, or of both, owned by any married woman at the time of her marriage, or which may have accrued to her afterward, shall also inure to the wife as her separate property, and shall not be liable to be taken in satisfaction of the debts of the husband. And any married woman may purchase property, real or personal, with her own money, which she may have had at the time of her marriage, or which may have accrued to her afterwards, either as rents, issues or profits of her estate, or otherwise, and may take a conveyance thereof in her own name, and in like manner hold and enjoy the same as her separate property. And if the husband shall purchase property in his own name, with the money of the wife, he shall hold the same only as trustee, for her use; but such trust shall be void as against the creditors of the husband, who contracted or gave credit in consequence of the possession of such property, without notice of the trust.

§ 1780. Any married woman may rent her lands, or make any contract for the use thereof, and may loan her money, and take securities therefor, in her own name, and employ it in trade or business. And all contracts made by the husband and wife, or by either of them, for supplies for the plantation of the wife, may be enforced, and satisfaction had out of her separate estate; and when a married woman engages in trade or business as a *feme sole*, she shall be bound by her contracts, made in course of such trade or business, in the same manner as if she was unmarried. And all contracts made by the wife, or by the husband with her consent, for family supplies or necessaries, wearing apparel of herself and her children, or for their education, or for household furniture, or for carriage and horses, or for buildings on her land or premises, or materials therefor, or for work and labor done for the use and benefit or improvement of her separate estate, shall be binding on her, and satisfaction may be had out of her separate property; and her separate property shall be liable for debts contracted by her before marriage; and the husband shall not be liable for debts contracted by the wife before marriage, nor shall he be liable for debts contracted by her after marriage, if she hold separate property, under this chapter.

Revised Code of 1871, secs. 1778–1780.

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Supreme Court of the United States.

OCTOBER TERM, 1890.

No. 314.

LOTTIE M. SCOTT AND GEORGE Y. SCOTT, *Appellants*,

vs.

J. C. NEELY ET AL., Partners as BROOKS, NEELY & CO.

Appeal from the District Court of the United States for the Northern District of Mississippi.

Brief of W. V. Sullivan and F. A. Montgomery for the Appellees.

JUDD & DETWEILER, PRINTERS, WASHINGTON, D. C.

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LOTTIE M. SCOTT AND GEORGE Y. SCOTT, *Appellants*,

vs.

J. C. NEELY, H. M. NEELY, AND S. H. BROOKS, Composing the Firm of BROOKS, NEELY & COMPANY, *Appellees.*

Appeal from the District Court of the United States for the Northern District of Mississippi.

Brief on Behalf of Appellees, Filed by W. V. Sullivan and F. A. Montgomery.

This is a bill filed under section 1843 of the Mississippi Code of 1880, and, in substance, charges that George Y. Scott, at various times when he was insolvent, purchased property and placed the title in his wife with intent to defraud his then existing and future creditors; also charging that he purchased property the title to which he fraudulently withheld from record, although conveyed to him, denying ownership in himself, with a view to hindering, delaying, deceiving, and defrauding his creditors. Some of this property conveyed to his wife was in 1876, 1877, 1878,

and 1880; that conveyed to himself, the title to which was fraudulently concealed, in 1881; later property fraudulently conveyed to his wife, in January, 1886, the latter being two places conveyed to her, described as the Miller and Leach places, that title to which was taken in himself and concealed being known as the McDonald and Burch places.

It is charged in the bill that the joint purpose of himself and wife was to cheat and defraud present and future creditors, and that at the time of their marriage, in 1873, neither had anything, and that this property was all paid for with his means.

The answers of each deny the material allegations of the bill, except that they do not deny directly that George Y. Scott, one of the appellants, claimed that his wife owned also the McDonald and Burch places as well as the remainder of the property.

The demurrers interposed were to the original bill which was confessed, and, being confessed, an amended bill was filed, to which no objection or demurrer was ever filed for multifariousness or other cause.

After hearing the proof and patiently considering every feature of the case the learned judge below decided that the last two plantations conveyed to Lottie M. Scott, known as the Miller and Leach places, were in law fraudulently conveyed to her; that at the time of their purchase G. Y. Scott owed her nothing; that he had paid any sum that he might theretofore have owed her; that the McDonald and Burch places, title to which he had concealed and the ownership of which he had denied, were his property, and as such liable, under this section of the Mississippi Code, to be taken in payment of his debts, thus eliminating many of the questions which were originally in the case.

The answers of each defendant were not required to be sworn to, are not sworn to, and therefore are not testimony in this case.

Counsel for appellants claims to have taken separate ap-

peals for G. Y. and Lottie M. Scott, as will be seen from his brief on page 19, but *this is not the fact.* The appeals were joint, as the Court will observe by reference to the order of the court on page 52 of the Transcript and page 210, where a joint bond is given. This is but one of the many inaccuracies to be found in the brief of counsel for the appellants. It would be too tedious to call the attention of the Court to each error in the statement of facts in the brief.

Statement of Complainants' Position.

At a time when G. Y. Scott, one of the appellants, was insolvent and unable to pay his debts he was buying large and valuable tracts of land and having the title thereto conveyed to his wife, Lottie M. Scott, paying for such property out of his own means; if not entirely, very largely so.

Second. At the time when he was unable to pay his debts he purchased two large and valuable farms with a view of concealing the fact of his ownership thereof and hindering and defrauding his creditors and keeping it from the reach of his creditors, present and future, withholding, with this view, his deed thereto from record and fraudulently representing that he owned no property *to those who were interested and making inquiry in behalf of his creditors.*

Third. Being a lawyer himself and a shrewd one, and also being in possession of a number of valuable farms, raising cotton largely on them, exercising every act of ownership and control over them and over their productions, he led creditors, and these complainants especially, who dealt with him to believe that he was the owner of all of the property, at the same time depending upon preserving the property to himself by setting up title in his wife whenever the creditors he had misled into crediting him upon the faith of his ownership of that property should claim their dues, thus accumulating a large estate safely protected from the demands of *his unreasonable creditors.* We say *his* creditors, for

she had none; *he* had the creditors; *she* has the property. *He* owes fifty-odd thousand dollars; *she* owns fifty-odd thousand dollars' worth of property. When they were married *she* had nothing; *he* had something. As *her* possessions increased in size and value, even so in the same proportion did *his* debts increase and possessions diminish. Strange coincidences these.

The question naturally arises, why this property was conveyed to her. Appellants claim that he owed her about $17,000, which they allege they obtained from her father, as will be seen by reference to the transcript. We deny that there is any truth in this claim. *No note, no receipt, no written evidence,* no account, absolutely *nothing; is produced* to show that he ever received one dollar from G. C. Baldwin, her father, or from her.

It might be that a husband might receive from his wife money without giving a note. It is *not reasonable* to suppose that he could receive money from his father-in-law without giving any evidence whatever thereof, and particularly for so large a sum. Be that as it may. G. Y. Scott bought five plantations (as the record shows), the aggregate value of which was $19,920, before the 22nd of February, 1880, being the places generally described in the transcript as hers. At this juncture he seemed to feel that he had paid all to her that he could claim he owed, and the next property purchased was a residence, in 1885, title to which was put in his own name, but which was exempt from sale for debt, and the McDonald and Burch places, title to which *was concealed until after this bill was filed.*

In 1886, January 11 and 22, he bought the Miller and Peacock and Leach places for the sums of $8,000 and $500. George Y. Scott and his wife and Mrs. Baldwin, his mother-in-law, claim that he had received about eighteen or nineteen thousand dollars from his wife and her father at some time, but do not tell us when or where or how he got it. Neither do any of them exhibit any memorandum evidenc-

ing this remarkable transaction. It is rather taxing one's credulity to an unreasonable extent to ask that we believe such a transaction occurred, with no evidence whatever to support it. This tax upon us becomes still more painful when we remember that Mr. Baldwin was a *discharged bankrupt in* 1868 *or* 1869, without property; engaged in business (bottom page 171) in 1875, remaining in business till July, 1878, two and a half years only, and during that time being an invalid, unable to attend to business, and spending much of what he was making in his fruitless endeavor to regain his health by travel.

After his death the same business and same property which he owned while he lived his wife, Mrs. A. M. Baldwin, kept, continuing the business in her name at the same place.

When, where, and how did George Y. Scott ever get seventeen or eighteen thousand dollars of his wife and G. C. Baldwin? Who saw it, who witnessed the transaction? Where are the receipts or the notes or the memorandum? Do they exist or is not this purely a matter of romance, an afterthought?

Mr. E. T. Divers, who was in charge of his business while he was sick, never heard of this transaction. Charles Scott, who George Y. Scott says was fully and thoroughly acquainted with all of his business transactions, says he thinks perhaps "he got some money," but nothing to indicate any such sums as these, but rather the contrary. It is incredible that Charles Scott should have known so much about all of his other business and not known of these large loans or advances, *if they had in truth existed.*

But let us go back a little. Concede, for the purpose of argument, that G. Y. Scott did really get at some time, we do not know (*no one seems to know*) when, seventeen or eighteen thousand dollars of Baldwin's money, which his wife now claims. It seems he gave her back, in the shape of diamonds, $1,750 at one time and $550 at another time, when he owed appellees this debt and was hopelessly insolvent.

Very generous to his wife, if not just to his creditors. He also paid, as before shown, $19,920 for the first five farms which he had conveyed to her. Would not that seem to a court of conscience a pretty fair and full settlement made with her by her husband?

But it may be argued that these places yielded considerable rents annually. Perhaps so. These rents are variously estimated anywhere from $2,500 to $5,000 a year. *Not net, as claimed by counsel for appellants*, but in gross. *The manager who was in charge of the whole premises from 1st of January, 1880, to 1st of January, 1884*, testifies (on page 109 of the Transcript) that $3,600 *is a fair rental value of the property.* Being the manager *at the time when the transactions were occurring*, it is but fair to presume that his statement is correct, as this is a matter with which he was charged with the management.

On the other hand, the *taxes, repairs, fences, clearing, improvements* of all kinds should be set off against this rent.

George Y. Scott and Lottie M. Scott, *in whose possession alone the evidence of the exact cost of these outlays is*, declined and refused to inform the court, when asked directly, how much they amounted to (Record, page —). The presumption is therefore against them on this point.

We are informed, however (Record, page 196, answer to cross-interrogatory 6), that from $1,500 to $2,000 a year would be reasonable. We are also told that $2,000 would be ample to keep the farms up, ordinarily (Record, page 183, answer to interrogatory 6). These would be the usual and ordinary expenses—to pay taxes, repairs, etc.

But let it not be forgotten (as appears from the Record, page 180, answer to interrogatory 6) that in 1882 all the fences around the whole premises were washed away by the overflow from the Mississippi river, and consequently the improvements to be restored and the expenses thereof were extraordinary.

The proof by the manager of the plantation shows that

Scott used the property absolutely as his own, mixing and mingling the supplies and shipping the crops whithersoever he pleased. (Record, page 100, answer to interrogatory 19.)

Again, Lottie M. Scott nowhere claims that she rented the land to her husband, G. Y. Scott. He stated explicitly to H. M. Neely (Record, page 98, near bottom of page), when directly interrogated, that he was to pay no rent for the farms. This direct statement is not contradicted by either George Y. Scott or his wife, Lottie M., although testified to by H. M. Neely on the 31*st of May*, 1887, and *both George Y. Scott and his wife testified in extenso in August*, 1887, *thereafter*, with Neely's deposition on that point *before them*, and not *one word of denial escaped their lips.* Shall this Court require Scott to pay rent when *she did not?* Will this Court *make a contract* for them which they did not?

Scott bought the supplies for the hands, furnished the labor to work the crops, bought and owned the mules that plowed and made the crops, hired and paid the manager that looked after the laborers on the entire plantation. He improved her land, which we claim he had given her, so that it was a magnificent estate. It is not unreasonable, therefore, that he should not have to pay any rent to her.

The proof shows that even if he had to pay rent he expended large sums in the *development and improvement* of these first five farms conveyed to her, sufficient to make them worth $50,000 to $60,000, between the years 1880 and 1886, having cost only $19,920 to begin with.

What was the condition of the property in 1887? I quote from the testimony of the witnesses. These plantations are "all well improved, having thereon three steam-gins (two in running condition), three dwelling-houses, plenty of good cabins, good fences and pastures, with corn-cribs, cotton-houses, wells, and other conveniences. In fact, there are few properties in the valley kept in better repair." (Record, page 163.)

"Considerable improvements were put on them since

1882" (Record, page 183). "Are in fine state of improvement and well equipped" (Record, page 201). "The places are in high state of cultivation, wire fencing, good cabins," &c. (Record, page 135.) So says G. Y. Scott. Does it not occur to the Court that if he owed her $18,000 and paid $19,920 for five farms, presented her with $2,300 worth of diamonds, a $2,000 gin, which the proof shows he moved *off of his place onto hers*, and spent in improvements enough on her property to enhance its value to at least $50,000 to $60,000 inside of six years, this should have certainly been accepted in payment of any debt he ever owed his wife or her father?

It is necessary, however, to have *a cover now for the Leach place and the Miller place*, which he is *about to buy*. Therefore the same old debt alleged is made to do duty again. *Relentlessly* this creditor, *his wife*, pursues her husband! The title to these is taken to her. And the Court will remember that it is the title to *these* which the *court below decided was fraudulent*. *Did he owe her* one cent? The distinguished judge who patiently examined all the evidence in the case on the trial below answered this question in the *negative*. *If ever due*, it had been *paid* before these last purchases. (See opinion, Record, 218.)

Was Scott insolvent when he bought the Miller and Leach places in January, 1886? The bill charges it, the answer does not directly deny it; it might be considered *as confessed*. If not confessed, the proof is overwhelming. He had owed, and did owe, then, since 1883, E. T. Divers and A. M. Baldwin, as partners, the sum of $13,000, which has never been paid (Record, page 113); also to W. P. Richardson, $2,000 (Record, page 86); Dillard & Coffin, $1,800; Wm. Bowles, $1,200; Gordon Brothers, $4,000; Brooks, Neely & Co., $10,000; Chas. Scott, $26,000; total, $58,000.

All the property he owned was his equity in the McDonald and Burch places, $4,000; value of mules and implements,

$7,000, making $11,000; less steam-gin removed, $2,000, leaving $9,000; *net insolvency*, $49,000.

And his confessions, as follows: Heard him say "could not pay his debts" (Record, 175). Heard him say he "was pretty badly in debt" (Record, 180). Feared "he was broke and could not pay" (Record, page 203). "Generally known that he was badly involved" (Record, 196). Said "he could not pay and debts could not be collected out of him by law" (Record, 167). "Think I could have paid in a few years if my creditors had given me time" (Record, 136). Said he "owned no property and was broke" (Record, 115).

There is no pretense that he owned scrip, bonds, or warrants in 1885 or 1886, the time of the last purchases. In fact, there is no proof that the judgments recovered against him in 1875 have ever been paid and he has been under cover ever since. (Record, 135, bottom of page.)

"The purchase by an insolvent husband of property, the title to which is taken in his wife, is *conclusively held* to be fraudulent," and she forfeits whatever she pays and *the whole is liable* for his debts.

60 Miss. Rep., 886.

It appears that this property was worth nearly $10,000 at the time of the filing of this bill. The effort to claim these two sales of the Miller and Leach places to Mrs. Scott was manifestly fraudulent. Not only were the payments, as far as made, made *by Scott himself*, out of *his own means*, but she was really not conferred with, consulted with by the vendors, or *known* in the transaction.

Says Mr. Peacock (Record, page 93, answer to interrogatory 5), who sold the Miller place to Scott, "None of the grantors ever had any conversation with Lottie M. Scott about the trade. No one was present but the grantors, the justice of the peace, and Scott" (Record, page 94). As to the consideration, and by whom paid, he says: "Scott paid $200 cash to me in currency, $300 by his (George Y. Scott's)

draft in my favor, and *he assumed* $2,500 which we owed Frank & Reinach, and he furnished me with $250 worth of supplies *which he* (G. Y. Scott) ordered for me from Memphis, and of the $2,500 assumed *he paid* $750 *then, that day.* The balance of the purchase-money still due and thereafter to be paid his wife's notes were given for." (Record, page 94.)

Mr. Leach says in regard to the sale of his place he "does not know Lottie M. Scott. I sold *to G. Y. Scott* the eighty acres of land. I made the trade *entirely with him*, though the deed was made to her. *I never saw her or had any talk with her* in reference to the matter. *George Y. Scott paid me for the land* $100 in currency, $190 *his draft*, $210 paid *by George Y. Scott's assuming a debt that I owed*, which Charles Scott, attorney, had for collection against me." (Record, page 92, answers to interrogatories 2 and 5 and 7.)

Thus it appears that the grantors (who have no interest in the case) in these two transactions, condemned by the court, *sustained the court and deny every statement made by George Y. Scott!!*

Again, how about the McDonald and Burch places? Was the title to this property *concealed for the purpose of hindering and delaying creditors?* The steam-gin, worth $2,000, as shown by the proof, which was on this land was a fixture and a part of the freehold.

See 48 Miss. Rep., page 1, where the court holds directly that a gin is a part of the freehold, being a usual and necessary part of a cotton plantation.

This gin and machinery was the property of G. Y. Scott, and as such liable to his debts, and its removal and placing on her land, so that it became a part of her realty, *transferred the title and concealed* in the most effectual way this property so far as his creditors were concerned. It was, most likely, especially designed to get it out of the way in the event a suit for the balance of the purchase-money due on that land should be brought, and thereby disclose title in him to this land. *Mark the Court. He was never paid for this* $2,000 *worth*

of property at any time. He does not claim to have received one dollar's credit for it. Another evidence of his generosity to his wife and another *device* resorted to to defraud his creditors.

The Mississippi Code, section 1843, provides that bills in equity exhibited by creditors may be filed to set aside fraudulent conveyances of property *or other devices resorted to* for the purpose of hindering, delaying, or defrauding creditors, and may subject the property, &c. We claim in this case that the conduct of Scott with reference to this McDonald and Burch place and this gin was a device resorted to for the purpose of delaying and hindering his creditors.

It is contended by appellants' counsel, first, that there was no concealment as to the deed, but the failure to record it was purely a matter of inadvertence, but that possession by Scott was notice of his title in the absence of a record, but that even if no record, and if no possession, still that this statute does not apply.

Let us consider, first, the question of possession. It must be open, notorious, *exclusive*, under claim of title, and must not be *equivocal*.

Wade on Notice, § 273.

Were the *laborers* who worked the land *in possession—possessio pedis?* Were the various *managers* in possession or *who* was in possession of this piece of property? If the laborers, then not Scott; if the managers, then why not *Mrs. Scott?* They were in possession of the *entire* Scotland plantation as one place, the bulk of which was confessedly Mrs. Scott's. Was the manager's possession *hers* or *G. Y. Scott's?*

Examine the diagram (page — of the Record), and it appears that the McDonald and Burch place was *completely surrounded by the other places* purchased in the name of Mrs. Scott; one common enclosure, one common management

in every respect. This could hardly be considered the *exclusive* possession of G. Y. Scott, if *his* possession at all.

It is submitted that *under the facts of this case* the possession, if his, was not *such* as to give notice to these plaintiffs of Scott's title.

And, again, this cuts no figure in the case when we come to consider whether or not he *suppressed the deed or concealed the evidence of his title and denied the ownership of this property* with the view of defrauding his creditors. As a technical rule of law, possession might be legal notice of title, but it might also be understood only by a lawyer and *mislead every one else.*

After this debt to Brooks, Neely & Co. *was contracted* and they were endeavoring to get Scott to keep his promises to ship cotton enough to pay it, *which promises he violated most flagrantly*, and this endeavor failed, and appellees *began to investigate* to see what property he had, they found, to their surprise, that his wife had deeds to all the lands, so far as they knew and so far as the records disclosed, and they believed she owned it all; and through their attorney, F. A. Montgomery, they *endeavored to find out definitely what property he did own*, presuming, of course (as the subsequent history of this case shows *correctly*), that if they should make inquiry *of Scott himself* as to his ownership, indicating an intention to hold it for their debt, he would at once *dispose of it*, if he owned any land, so as to put it beyond their reach. Montgomery inquired of D. Reinach, the former owner of the McDonald and Burch place and *the one in whom the record showed the title then to be*, as to *who* was the owner, and *he declined to state* to whom the deed was made. The reasonable inference was that it was Mrs. Scott's also, because Scott had told Montgomery, as we have heretofore shown, that he *did not own a dollar's worth of property in the world.* He told W. H. Martin, in March, 1886, the representative of *Dunn's Collecting Agency*, that "he owned *no property whatever*, but had a rich wife;" and when Montgomery told Neely, *in*

Scott's presence, when Neely was endeavoring to make a settlement of this indebtedness or get security, that the security Scott offered, to wit, a trust deed on the crops to be raised *on all the places for* 1886 and the mules, *was not good* unless Mrs. Scott joined in the trust deed, because *all the property belonged to her*, Scott *did not deny this statement* at all, but *sanctioned it* by replying that she (Mrs. Scott) never objected to his mortgaging the mules and crop. Montgomery rejoined that he (Scott) might die before the matter was settled and she might give trouble in that event, and that he (Montgomery) could not advise it unless she (Mrs. Scott) joined. He (Scott) then said his wife would not sign the mortgage, and besides *the mules were his* own property, but *not one word escaped his lips to the effect* that the *McDonald and Burch places were his* or that the crops on them were *his* without his wife's signature. Will counsel say that this was fair and frank dealing? *No deception* practiced here, no artifice, no fraud, no concealment, *no device resorted to?*

The omission to record the deed, Scott insists, was by "inadvertence." *Inadvertence* only resulted in failure to record *this deed.* Was it "inadvertence" that caused him to *fail* to mention his ownership of it at the time he talked to *Montgomery* and to *Martin* and declared he did not own a dollar's worth of property, and was it "*inadvertence*" that caused him to sanction the statement that the McDonald and Burch place and *all the property belonged to his wife*, and hence his mortgage would not be good, when the security was being discussed with Neely? This will hardly be credited by any one.

There has been no decision in this State construing section 1843 *in the aspect here discussed*, and, as we find no statute similar to this one, we cannot be aided by the decision of any court. There are others somewhat like this statute, but when examined they will be found to *differ from it.*

Carefully considering the language employed, it will at once occur to the Court that the construction contended for

by appellants would be *too narrow.* If the statute had stopped short at the words "fraudulent conveyance," then appellants' contention would have some force in it; but it *does not stop there.* That is precisely what it *does not do,* but goes on to say, "or other" (*not conveyance* this time) "device resorted to" to hinder, &c. The law-maker had in mind at the time that there might be, and probably would be, *many devices resorted to other than* conveyances which did not and could not fall under the description of conveyances which fraudulent debtors would resort to to prevent the collection of debts against them. The land could not be hid; the title could or the evidence of it. If Scott owned it at all, the only device he could resort to to prevent its seizure by creditors would be to conceal the *fact of his ownership.* What is a device? This is defined in the dictionary as being that which is formed by design; *scheme;* artificial contrivance; *stratagem; project.*

Not only does he withhold this deed from record, but he embraces the whole seven tracts of land in *one vast plantation* under *one fence, one manager;* supplies issued in common *to all* the hands; no separate accounts kept; *all used, operated, managed,* and controlled as *one place* (Record, pages 111, 112, 108, 80, 79, 109); *all assessed as his,* record showing deed after deed to his wife. If the proposed creditor looked at the land *assessment-roll,* he would see at once he could not rely on it to show the truth of the title. If he looked at the *records,* he would find no deed to this place, even if he happened to know the particular numbers of it. If he *called on the grantor* (as did Colonel Montgomery), who appeared by the record to be the *then owner,* he would *decline to tell* to whom he had made the deed.

The diagram (page 109) shows the location of this place *surrounded by all the others.* How is it that *this one* of all the many deeds which G. Y. Scott had had made and personally looked after was the *only one* which he *failed to record?* Was it because the property was small and insignificant and

escaped his attention? It *cost* more than *any* single other piece. Was it because he was not so particular about it as about his wife's because it was *his?* His homestead was not so valuable by far; he *did not forget to record it.* The deed to it was made *to him*, and yet he did not forget to *record it.* Perhaps he did not fail or forget to record it because *it was exempt* by the laws of the State, and therefore *safe* from his creditors. It was *not necessary* to resort to any device *to protect it.*

But it may be said that it was well known that the title to this land was in George Y. Scott. We respectfully submit that a fair inference from the testimony, taken as a whole, would be this, notwithstanding the harsh criticisms of counsel on the court below, that, without knowing anything about the state of the title, "Scotland plantation," *embracing all these farms*, was generally supposed to belong to George Y. Scott. It is certainly true that quite a number of persons did not know, or even suppose, that his wife had any interest in any of it.

As to those who represented creditors or who desired to know accurately about it, such as W. H. Martin, representative of Dunn's Collecting Agency, and Colonel Montgomery, who was investigating for the creditors, and E. H. Moore, who also represented creditors, Montgomery and Moore *both living in the same town with Scott*, that neither knew nor believed that Scott owned the McDonald and Burch property, and had, so far as Montgomery and Martin were concerned, Scott's direct statement to the effect that he owned no property of any kind, and this same statement made to Martin was made in the presence of E. H. Moore and J. J. Montgomery.

Mr. Moore, having searched the record to see what property he could reach for creditors and being satisfied that Scott had none, had the execution returned on the Gordon Brothers judgment *nulla bona.* He, witness for appellants, says this directly.

It is true that appellants have produced several witnesses who say they had heard that the McDonald and Burch place belonged to George Y. Scott; but the learned judge below *exactly determined the question correctly* when he stated that the relatives and members of Scott's *family* and those *in his employ*, perhaps, knew that he owned this land, but not the public.

Let us see how this is. What witnesses state that they knew George Y. Scott owned this land? G. Y. Scott himself says so; L. M. Scott, his wife, says so; their mother and mother-in-law, Mrs. Baldwin, says so; F. N. Scott, his brother; W. A. Yerger, brother-in-law; J. A. Robinson, his manager; Fred. Clark, his cousin; Walter Sillers, his cousin; C. L. Jones, his deputy; T. R. McGuire, brother-in-law of Charles Scott; B. C. Johnson, his deputy; T. L. Lawler, his deputy; O. G. McGuire, kinsman of Charles Scott, and his brother, Charles Scott. Outside of these, *not exceeding half a dozen people could be found, or that they could produce or did produce, who knew anything about his ownership or pretended ownership of this land.* Certain it is he was endeavoring to mislead and to *deceive Montgomery*, who was looking after the matter *for creditors*, and Martin, who wanted a statement of his financial condition for the *benefit of creditors*, and Moore, who represented creditors, and it is significant that Reinach would not *disclose whom he made the deed to*, and that this is the *only one* of all the deeds *not* recorded.

It may be remarked, though, that the witnesses above referred to, although related either by kinship or employed by Scott, did not *necessarily swear falsely because* they are kin or connections, but it is, *to say the least of it, unfortunate* for appellants to have been *obliged* to get their relatives and connections to establish a fact, or rather what they claim to be a fact, and what they claim the "whole community knew," to wit, that George Y. Scott owned this land. If this *is* true *others* might have been introduced, *members of that community* and *not* connections, and proved the fact, if fact it

was, and thus have *demonstrated* that *some one else outside of the family* knew of his ownership. His witnesses are principally his kin and employés and *not his creditors.* If *some* did know this does not show that he was not concealing the fact from his *creditors.*

It seems, however, that E. H. Moore, attorney-at-law, residing in the same town with G. Y. Scott *during six years* of his ownership of this land, had *searched diligently* and inquired *to find out* if Scott owned any property to make his judgment in the Gordon Brothers case out of, and could find none. (Record, page 168.)

In 1885 George Y. Scott told E. H. Moore that he could not pay his debts, and that they *could not be collected out of him by lawsuits.* Was not this *intended* to deceive and mislead? (Record, page 167). From Scott's statement he (Moore) was led to believe that "all the real estate was Mrs. Scott's" (Record, page 167). What was the motive here? Did it deceive and mislead? When Montgomery (Record, page 115) asked him what property he had, so as to be able to answer an inquiry made for the *benefit of creditors,* he said he did not own "*one dollar's worth* of property." What explanation does Scott *now* offer to this statement, when this property *is discovered?* His miserable effort to extricate himself is this: He says he meant that he did not own any land "*to speak of;*" that he had not entirely paid for it (Record, page 136). And yet he says, when trying to show he was solvent *two years before* (Record, page 136, Ans. to X Int. 3), that he then "owned the McDonald and Burch place, worth $18,000; fifty head of mules, worth $6,000; implements, $750, and several thousand dollars' worth of other property, with no incumbrance except $12,000." If this latter statement *was true* the former *was false.* There is *no middle ground.*

Again, Scott knew that W. H. Martin represented R. G. Dunn & Co., and that his purpose was to get at the financial condition of people who either wanted credit *or* who *owed debts,* that *creditors might know* their *true* condition. *Scott knew that he*

had already obtained all the credit that he could get without giving a mortgage. The only thing that he could do, then would be to *cover up* what he had, as further credit he could not get. He was not rated at all at this time. He stated to Martin to tell any person who might inquire as to his financial condition that "I have no property, but have a rich wife." Was that true or false?

Martin says "J. J. Montgomery and Ed. Moore were present when this conversation occurred." If it had been false Scott could have taken their depositions and disproved it. Scott, in fact, does not deny it. His counsel, however, *seeing the damaging effect of this testimony and his admission*, seeks to say and explain that Scott was doing what was right in order *to prevent himself from getting credit* in future and perpetrating frauds upon creditors! In other words, he would have this Court believe that Scott was afraid that some creditor might be defrauded by himself, AND HE WOULD PUT THEM ON THEIR GUARD in advance!!

Let us analyze for a moment Mrs. A. M. Baldwin's testimony, as it will be remembered by the Court that she, Mrs. Scott, and Scott are the only persons who knew anything about the alleged transaction between George Y. Scott and D. C. Baldwin. It is reasonable to suppose that she understands it to be desirable to prove in behalf of her daughter, Lottie M. Scott, and G. Y. Scott, first, that the McDonald and Burch places are now and have been since 1881 the property of G. Y. Scott, and that this fact was notorious, to rebut the idea of concealment; second, to show that Lottie M. Scott did not, but George Y. Scott did, own the mules and personal property on the place, and that everybody knew this also; third, that G. Y. Scott owed Lottie M. Scott enough to cover all the lands conveyed to her, and that she owned them, and that this was notorious.

Observe her remarkable testimony, as follows: "It was generally known in the country that he was the owner of the mules and personal property" (Record, page 190, Ans. to

Int. 16); not assessed to him (page 59), not all owned by him (Record, deed, pp. 10, 36, 40). She undertakes to swear as to what was *generally known throughout the country.* Again: "We frequently discussed the McDonald and Burch property with nearly every one in the neighborhood." Also as to ownership: "Every one seemed to know that the title was in George Y. Scott from the time of the purchase to the present time." Why was all this community discussing this matter? *How was it that they should all* make the point to say they knew *George Y. Scott owned* it? They certainly knew more than the lawyers who were seeking to find out about it did—that is, if this is not all imaginary. They even knew more than the managers on the plantation.

Again: "It was generally known that Lottie owned all the other places, not only in the neighborhood, but in the city of Memphis and other places, as she and George and myself have frequently mentioned it to our friends. The deeds are in *her* possession." Wonder if she lives with George Y. Scott and where she keeps those deeds!!

Her partner from 1878 to 1884, E. T. Divers, swears that he did not know it (Record, page 112). It "was generally known," she says, "and every one that knew George Y. Scott, and anything of his business knew that he was not only solvent, but *quite wealthy.*" Query: What has *become* of that "*wealth?*" It seems *now he has the debts.*

Again: "*Do know* the rental value of these lands; eighty pounds of lint per acre." "Do *not know* the cost of keeping up these lands or any others, never having engaged in planting." "*Do not know* what improvements were put on the place." How *convenient* this testimony. How does it *happen* she *knows so much* on questions which are *in the interest of her daughter*, such as the amount of the fair rental to go *to her*, but *nothing* as to the improvements or repairs *to be paid by her?*

Again: "Yes, I know positively that the mules and personal property was claimed by George Y. Scott, and was so

understood throughout the neighborhood." *The deed* (page 10 of Record) *shows that this is not a fact.* It conveyed mules to her.

Again she says, "George Y. Scott owes me a considerable sum of money" (Record, page 192). "I do not know how much, as *no account* has been kept." Crossing this she says, "An accurate account has ever been kept against him." (Record, page 55.)

Bloodworth says an account *was kept* (Record, page 111). Divers says an account *was kept.* (Record, page 113.)

So far as the answer of Mrs. Scott is concerned and as far as her testimony goes, it only need be said as to her answer that it is simply a copy of her husband's, making scarcely a change in its phraseology. As to her testimony, a mere glance at it will disclose that she has testified wholly from what *others have told her,* retailing at second hand what *she alleges* her husband has *told* her, which, of course, is not evidence. For instance, she does say directly that Scott was *not insolvent.* His insolvency has been shown so fully and clearly by the evidence that I will not repeat it. She says, My husband owned *all* the live stock and I *never owned any* (Record, page 141). His answer (Record, page 34), her answer (Record, pages 41, 46), deed (Record, page 10), the assessment-roll (page 59), *all show the contrary.*

She says: "He had $12,000 and '*over*' of my money and '*at least*' $7,000 of my father's money" (Record, page 140). She says, "I kept *an account* book and *know* what my husband owes me." (Record, page 143.)

Let us see now. No note, no receipt, no memorandum in writing between them, no account, no account book, is produced. *If she did "know* what her husband owed" her and did "keep books," *why should she say* $12,000 "*and over,*" and, again, "*at least*" $7,000? It is usual where you have a book *showing that a person owes you* to state it that way.

Again she says, "My father was worth '*not less*' than $35,000 at the time of my marriage and until his death"

(Record, page 140). Peculiar to say "*not less*" than $35,000. Peculiar also that he should own the *same property* at the time of "her marriage" and on up "until his death," and yet that her husband, George Y. Scott, should have gotten from him *in the meantime* $18,000. *Curious mathematics*, that $18,000 taken from $35,000 should still leave $35,000 at his death! A miracle is needed here.

Then, too, it will be remembered that he was *a bankrupt in* 1868 *or* 1869 *without property*. Again, he began mercantile business at his country store in 1875, was an invalid until his death, in July, 1878, two and one-half years later, and his wife after his death carried on the *same business*. (Record, page 197, answer to interrogatory 30.)

She was never present at any purchase of any of the property unless perhaps the purchase of the $1,750 set of diamonds and the other set of $550 diamonds in 1885, both bought by her husband and given to her. She undertakes, however, to relate conversations had *by others* with Mr. Neely and Mr. Scott, and, in fact, she is testifying *throughout* of what the cross-examination demonstrates—*she did not know*, but had heard from others.

Having received, as they claim, about $18,000 from her father, her husband pays her in diamonds, $2,300; in five farms, $19,920; in a steam-gin, $2,000; in improvements on her property, $31,000, *total*, $65,220, *inside of about six years*, and yet she still demands of him that the title to the Leach place and the Miller place be made to her, or rather she asks this court to give them to her. She tells us (page 141), notwithstanding his amazing liberality to her, that she would not allow him to contract one dollar's debt against her. Verily a court of conscience should interfere and restrain this relentless and insatiable creditor.

Contradictions.

Let us see George Y. Scott's testimony. He says, "At the time of my marriage I had no realty and very little person-

alty" (Record, page 34). "I always owned all the mules on all the places; my wife never owned any or claimed any of them" (Record, page 134). *On the other hand*, he says, "At the time of my marriage I was worth not less than $15,000" (Record, page 95). The deed (page 10 of the Record) shows that one-half of the mules therein described were conveyed to his wife. There is no proof that she ever disposed of them.

J. A. Robinson, the manager, said he bought a large number of mules for them, and that his understanding was that they were the joint property of both Scott and wife (Record, page 80, answer to interrogatory 8). Her answer admits that part of them were hers (pages 46, 40); also his answer (page 34). Again, "I shipped no cotton to John Chaff & Son in 1883 and 1884" (Record, page 136). "Scott did ship at that time, 1883 and 1884, to John Chaff & Son." (Record, page 108, D. Reinach.)

Scott *denies* that he purchased the Leach place described in the bill; says his wife bought it. (Record, page 38.)

Leach says, "*I do not know Lottie M. Scott.* In January, 1886, I sold the land *to George Y. Scott.*" "I made the trade *entirely with him*," but executed the deed to his wife, though never saw her or had any conversation with her in reference to the matter. He drew up the deed and *said nothing about buying for his wife.* "*He* paid me for the land at the time that he bought it, cash, *and his own draft*, and *he assumed a debt* that I owed." (Record, page 92.)

Scott *denies* that he bought and paid for the Miller and Peacock place; says it was entirely paid for with his wife's money. (Record, page 38.)

"John Miller, my wife, and myself sold the land to George Y. Scott" (plantation known as the Miller place). "*None of the grantors ever had any conversation with Mrs. Scott about the trade.* Scott drew the deed. No one was present but the grantors and Scott and the justice of the peace when the deed was made and delivered. He paid me then $200 cash,

$300 by *his draft* in my favor, $250 in supplies *he bought for me* in Memphis, $2,500 which *he assumed* for me to Frank & Reinach, $750 of which *he then paid*, and the balance of the purchase-money he gave his wife's notes for." (Record, page 94.)

He says again that he was not insolvent at the time of the purchase of the various pieces of land, and particularly the Burch and McDonald tract. The record shows that he was pursued to judgment *as early as* 1875, and judgment rendered in one instance for $1,537.61 (Record, page 135), and admits also that there are *one or two other judgments* against him in Washington county, Mississippi (Record, page 136). None of these can he even now say have ever been paid to this good day. He thinks *maybe* they have been. *If* they *had* been he would *know it* (Record, page 136). His insolvency has been discussed too fully for repetition.

He says that he admits the conversation with Montgomery about having not a dollar's worth of property, and the conversation with Martin is admitted *after a fashion.* He explains. Is his explanation not also *false?* His "explanation" is that he meant he "did not have any land *to speak of.*" Yet (on page 136) he testifies that he "had about $8,000 worth of land and thousands of dollars' worth of other property." This could hardly be regarded as no property "*to speak of*" unless, perhaps, it would be best policy not "to speak of" this property to one who was seeking the enforcement of some of the many debts that he owed.

His "oversight" in omitting to record *the single deed* that conveyed any property *to him which creditors could reach* is a subject which has been fully discussed and will not be here repeated.

But he says, again: "Colonel Montgomery thought the security that I offered to Brooks, Neely & Co. was ample, and so advised them, and advised them to take it. He so wrote them" (Record, pages 135, 138)? Let us see. Is this true or false? Here is what Montgomery states on that point in the letter

to which Scott refers: "I have had another conversation with Mr. Scott. He still says he is anxious to pay you, but *refuses to do what alone would secure you*—that is, get his wife to join in the mortgage *or* sign the notes with him. I do not believe that he will do *anything* which will give you real security on *any terms* you might propose" (Record, page 111, letter of Montgomery). "I told Neely in Scott's presence that the security he offered was not good" (Record, page 116). Scott says that "some of the deferred payments on the McDonald and Burch places were made with rents from his wife's place" (Record, page 37). He told H. M. Neely that he was "*not to pay any rents for these farms at all.*" (Record, page 98, near bottom of page.)

Scott denies the *correctness of the account* sued on in this cause (Record, page 39). The account sued on is duly sworn to (Record, page 30). It is testified to be correct by H. M. Neely (Record, page 99). He *never disputed* its correctness, but *promised to pay it* (Record, page 98). No item on it is *pointed out as incorrect* or not due. Scott says he shipped twenty bales of cotton of the crop of 1885, which Brooks, Neely & Co. sold for $1,200 each. This statement is either a misprint or a palpable falsehood. They sold for about $41.00 (Record, pages 29, 30). Appellants have undertaken to establish by their witnesses Scott's character for honesty and integrity, and thus invited investigation; and yet "friend and acquaintance" O. G. McGuire says his reputation for honesty and integrity is very high throughout the county (Record, page 195, answer 22); and yet it seems he had been using the money of the county that had come into his hands as an officer and had to borrow to make it good. (Record, page 195, answer 18; page 197, answer 11.)

At the time that the proof in this cause was taken it appeared that George Y. Scott, finding that the filing of the bill in this cause and the taking of the proof had discovered and disclosed the ownership in him of the mules or the most of them and the McDonald and Burch places, and that

these were therefore liable to seizure, forthwith gave a trust deed or mortgage on them to his brother Charles (Record, page 204, X Int. 11), thus putting out of reach the LAST VESTIGE of his property. Did George Y. Scott only *want time* to pay in good faith this debt? That was offered him. Only one condition. That was security on the mules and crop of 1886, and this he refused. He was then offered $2,000 off to arrange it. This he declined. Was it his purpose *to pay* or defraud these creditors? His *actions* have *spoken louder* than his *words*. Did he set out deliberately in the beginning to accumulate a splendid estate in his wife's name at the expense of unsuspecting creditors? This is what has occurred.

The decree of the court below is just. It enforces a righteous demand. It declines to support and sustain *the methods adopted by appellants* to preserve from his creditors his estate at their expense, and we submit that this Court will not disturb that decree.

It may be remarked in conclusion that it is hardly to be expected in criminal law that persons who are guilty of crime should come into court and confess; neither is it to be expected, with any degree of reason, that those who set about to defraud their creditors should acknowledge their moral obliquity. Their fraud is *usually established, not by direct* testimony of witnesses, but by circumstances which, not like interested witnesses, cannot evade the truth or misrepresent and distort the facts. Counsel with remarkable skill has sought out, in his extracts from the testimony in his brief, such passages from the testimony of such witnesses, mostly kin and connections of appellants, as were most favorable to him, and very innocently and perhaps legitimately left out that which is against his clients' cause.

For instance, one would suppose, from reading his brief, that no one in the whole community had a doubt as to Mrs. Scott's ownership of the bulk of the property; yet let us see how that is. E. T. Divers, manager of Baldwin's busi-

ness during his life and partner for years of Mrs. Baldwin after his death, says *he thought G. Y. Scott owned it all* (bottom of page 112, Record.) He owned the *adjoining land.* (Record, p. 113, Int. 5.)

"G. Y. Scott was regarded as the owner of Scottland." (Record, page 80, last answer, J. A. Robertson.)

"I suppose he owns the Scott place." (Record, page 81, Ans. to Int. 4, T. P. Robertson.)

"Many were under the impression that the entire place was Scott's." (Record, page 107, top of page.)

"Supposed it all belonged to Scott; think it was so generally regarded as Scott's property in the neighborhood" (Record, page 111, Int. 4.) This witness, N. B. Bloodworth, was manager for some time for Mrs. Baldwin, and kept Scott's accounts. (See Ans. 14, 15, 16, pages 111, 112.)

"I thought, and think, the general impression was that G. Y. Scott owned the entire plantation." (Record, p. 110, Ans. 4.)

"I regarded the whole place, and it was generally regarded, as all belonging to G. Y. Scott." (Record, p. 109, Ans. 4, 6, 19, 21, T. J. Bogue.)

Again, one would suppose that all the cotton shipped to appellees was from Mrs. Scott's land, and yet the proof by Reinach, by Bogue, by Bloodworth, by Divers, by C. L. Jones, by Charles Scott, all shows he was *buying cotton* in 1883 and 1884, and by several of these it appears that this cotton was being largely shipped to appellees.

Again, George Y. Scott pretended that he kept the supplies for his wife's farm separately. This is denied by his managers, who had charge of the supplies.

Supplies he claims to have bought in St. Louis of Sell & Co. and of Flanagan & Co. for his wife's farms were largely, if not entirely, paid for by drafts on appellees, same appearing on the account on pages 23, 24, and 25 of Record to an extent of over $1,400.

The brief of counsel on the other side having just been

handed me and having no time to go through it carefully—in time to get this brief printed—I note the following errors in it:

First. Counsel for appellants says that this appeal is several. This is not the fact (see page 210 of the Record). He discusses the case as though there was a demurrer in it. There has been no demurrer interposed to the amended bill. No point having been made in the lower court on the question of multifariousness as against the amended bill, it cannot and will not be entertained here. If it could be heard a complete answer will be found in the case of Fellows *vs.* Fellows, 15 Amer. Decisions, 421, which is exhaustive of the subject. The case in 5 How., 132 (Nelson *vs.* Hill), does not sustain but is against him.

Throughout his argument he assumes that what his witnesses testify is true. He assumes that what appellees' witnesses testify is untrue. The court below weighed all the facts and circumstances and decided what the truth was. The finding of the court was in our favor, and will be found in his opinion.

Counsel says that the rents of the various places were testified to and *meant the net rents* annually. I submit that no witness, except George Y. Scott, referred to *net* rents in their testimony. T. J. Bogue, who was the manager during nearly the whole time, said the gross rent or fair rental value would be $3,600. Quite a number of their witnesses put it at $5,000, making *no deduction for current expenses, improvements, taxes*, or anything else.

Counsel says in his brief (page 9) that George Y. Scott offered to get the written consent of his wife to the mortgage of the crops and mules. The citation shows that that is *not the case*, but the converse is true.

Counsel says that E. H. Moore did not think that the Burch and McDonald places were hers. The witness' deposition shows the contrary.

Counsel says that Mr. Clark knew and *had known before the*

purchase of the way the title was *to be and was made* (page 58). The fact is Clark says (in answer to cross-question 5, on page 172 of the Transcript) I knew *or fully believed* the titles were vested in George Y. Scott, showing that Clark did not, in point of fact, actually know anything about it. Moore does say that he knew of *no property* out of which to make the judgment, *hence he had the execution returned nulla bona.*

Counsel says that the fact that Mr. Reinach declined to tell Montgomery to whom he made the deed to the McDonald and Burch places is not worthy of consideration by the court. (See page 66 of his brief, where he refers to Reinach as *an outsider*, who did not propose to be pumped.) The truth is the record showed Reinach *to be the owner of that identical land.* What more natural than that Montgomery should have gone to him to find out whom he had sold it to, if he had sold it? This refusal to tell seems to *hurt counsel's side of the case.* It is said that *the struck bird flutters.*

Again he says, near the foot of that page, if this had been true, why did not appellees ask Reinach further about it while he was on the stand? Let us *turn the question around.* Why did *you* not disprove by Reinach if the statement of Montgomery was untrue? *You had the opportunity;* you cross-examined him.

You say that the appellants had *no opportunity to refute* this idea, either by his own testimony or by cross-examination of Reinach. How *strangely mistaken counsel must be* when before his very eyes is the record and the facts show that Montgomery's testimony was taken in *June*, 1887, where he testifies to *this refusal;* Reinach's taken *in July thereafter*, and the very *same counsel* now representing appellants *cross-examined Reinach;* and then, in addition to this, *George Y. Scott's testimony was taken in August*, 1887, still later, and *with this statement of Montgomery before Scott*, who was himself a lawyer and counsel for appellants at the time of the taking of Reinach's deposition and Scott's deposition; that *neither asked Reinach one word about it, neither does Scott deny* the

plain inference to be drawn from the fact testified to by Montgomery and *unchallenged by Scott* or Reinach.

At the bottom of page 69 counsel says that Scott's statements to Martin were being made to *credit* agents, and not to *collection* agents. It is the first time that I ever heard that R. G. Dunn & Co. were not *collecting agents*. The record in the case shows the nature of their business.

Counsel says that he was *not seeking credit*. The truth was it was a case of the bee who, *being loaded* and his hive filled, *had sealed it for the winter*. Scott well knew that he had already obtained all the credit that he could get; believed that his property was *securely covered*, and that he could snap his fingers at his creditors.

On page 71 of his brief he says that he italicizes the statement of T. J. Bogue, the manager, who had charge of the place for several years, during 1880, '81, and '82, and who says that "*no distinction was made in the purchase of supplies, furnishing of money for improvements, for any of the places composing Scotland.*" Counsel says that this statement was evidently made without knowledge! He seems to be impressed that *all statements against his interest* and in favor of appellees must be without knowledge!! What about E. T. Divers' statement (Record, page 113, Ans. to 11 Int.)? What about N. B. Bloodworth's statement (Record, page 112, Ans. to 16 Int.)?

Again, in the same connection he says that none of the managers kept any of the accounts. This is directly contradicted by Mrs. Scott (Record, page 143, latter part of Ans. to X Int. 8) and by J. A. Robinson (Record, page 79, Ans. to Int. 3).

On page 81 counsel says that no creditor except Gordon Bros. were *actually* delayed or hindered by the device resorted to by Scott in secreting his title to the McDonald and Burch places. It is not a question of who has actually been hindered or delayed. That is not and never was the law. The question is whether the debtor *intended to* hinder or delay.

His intent might not have been carried out. *It might have failed.* It might not have been *successful,* but the act would be *equally vicious* whether he *succeeded* in his intent *or not.*

Counsel says, page 8 of his brief, that the $2,500 part of purchase price of the Miller tract of land was assumed by *Mrs.* Scott. This is *error* again; the proof is exactly the other way: Scott assumed it (Record, page 91, Ans. to Int. 8). Again, counsel says, page 9 of brief, that Scott "offered to get his wife to give written authority to him to give the desired mortgage," and cites Montgomery's letter to show it. The letter does not show any such offer; error again.

Again, counsel says, page 27 of brief, "it is a question of the liability of a married woman's property for her husband's debts," and then goes on to discuss the law of *such* a case. This *assumes* the very question at issue to be his way—begs the whole question.

Again, he says, page 45, the rents were $6,120 a year for Mrs. Scott's land. I submit no fair construction of the proof will conduct to such conclusion. Their interested witnesses or witnesses related put it at $5,000; but then no rent was to be paid.

Again, he says, page 46, the earnings of the gin were $1,500 a year. *No one said it did earn a cent.* It is reasonable to suppose it would be used in ginning their own crops.

Again, he speaks, page 47, of enhancement in value of these lands, aside from improvements. C. Scott said he did not think the McDonald and Birch place worth any more now, 1887, than in 1881, when bought, or at least not more than given them in 1881.

Again, he says, appellees, so far from being misled as to Scott's title to the McDonald and Birch place, actually admit and charge in their bill Scott's ownership and possession of it. Nothing could be more unfair than this statement. The bill sets forth that when the debt was being contracted and the credit obtained the complainants believed that Scott owned it *all* and extended credit upon his possession,

&c., but when they came to *collect* they found no title in him to anything, &c. I refer the Court to the bill on this point, as the unjust criticism upon the learned judge who decided this case below will thus be rendered perfectly manifest. (See page 4 of Record, near middle, and page 7 at top; also page 78 of his brief.)

Again, counsel says (page 59) the precedent liens on the property of Scott caused return of *nulla bona*, and says Clark even knew before sale to Scott that the land would be sold to him. *Clark* says he knew or "*fully believed*" the title was in Scott; nowhere says he knew beforehand of the proposed sale.

Again, counsel says (page 80) that "the court put its decision on the hindrance of Gordon Bros. and E. H. Moore, their attorneys." Not so; the court only referred to the fact that Moore, an attorney, looking for property, living in the same town with Scott, could find no property and had heard of no property of Scott's, &c., so as to show that it could not be true that his ownership was generally known or claimed by him.

Let us suppose for a moment that Scott *did owe* and has not shown that he has *yet paid* the three judgments rendered against him in 1875; that he really did conceal his title to this land purposely to defraud creditors; *assess all* the land in his *own* name; put all the deeds on record which *she* has and his deed to the *only property* he has which *is exempt* from sale; request Reinach (in whom the record showed title to Scott's land to be) not to tell Montgomery or any creditor to whom title was made; deny to Montgomery, appellees' attorney, that he owned a dollar's worth of property in the world; state to Martin, agent for Dunn's Collecting Agency, in presence of Moore and J. J. Montgomery, that he had no property and to tell any one who might inquire that he had no property, but did have a rich wife; embrace the whole lands under one common fence, one manager, one control; and suppose when the fact is discovered by the

filing of the bill and taking of the proof in this case that the title is in *G. Y. Scott*, he at once gives a trust deed to his brother, Charles Scott, and thus at once (and *for the first time*) puts it *securely* out of reach of all others, would not the court below have had the right, would it not have been clearly his *duty*, to have concluded and held that this was but one of the many fraudulent devices which debtors resort to to defeat the just demands of their creditors? This is exactly what that court did do and what it should have done.

The severity and intemperance with which counsel for appellants assails the court below would lead one to believe the judge himself was on trial and not the case of appellants, which he so patiently, carefully, and disinterestedly and justly decided.

Respectfully submitted.

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F. A. MONTGOMERY,
For Appellees.